

National Highways Limited

NEC4 Supply Contract

(June 2017 with amendments January 2019 and October 2020)

SCOPE

in relation to *goods* and *services* for Uniforms and Personal Protective Equipment (PPE) 2024

Contents

S 101 Identified and Defined Terms and interpretation	7
S 102 Reference Documents	7
S 103 <i>The Purchaser's'</i> requirement - Background	7
S 105 Objectives of the <i>Purchaser</i>	8
S 110 Description of the <i>goods</i>	11
S 115 Description of the <i>services</i>	13
S 200 <i>Supplier'</i> 's design	22
S 205 Design responsibility	22
S 300 General constraints on how the <i>Supplier</i> Provides the Goods and Services	25
S 301 General constraints	25
S 302 Confidentiality	26
S 303 Insurances	26
S 304 Security and identification of people	27
S 305 Business Continuity	34
S 306 Contract Management	35
S 307 Not Used	38
S 308 Not Used	38
S 309 Communication	38
S 310 Coordination	40
S 311 Not used	40
S 312 Waste materials	40
S 313 Conflict of interest	40
S 314 <i>Purchaser's</i> Fair Payment Charter, Supplier Counter Fraud, Bribery and Corruption Policies	
S 315 Parent Company Guarantee	41
S 316 Not used	44
S 317 Not used	44
S 318 Not used	44
S 319 Not used	44
S 320 Performance Measurement	44
S 322 Not used	47

S 323 Transfer of Rights	47
S 325 Other rights to be obtained by the Supplier	47
S 326 Records and reporting for small, medium and micro enterprises	48
S 327 Official Secrets Act	49
S 328 Disclosure Requests	49
S 329 Novation	50
S 330 Continual Improvement and Innovation	50
S 331 Discrimination, Bullying and Harassment	50
S 332 Energy Efficiency Directive	53
S 333 Environmental and sustainability requirements-See Quality Manag	ement 54
S 334 People Strategy	54
S 335 Offshoring of data	54
S 336 Data Protection	55
S 337 Information Systems & Security	59
S 400 Delivery	70
S 405 Delivery	70
S 410 Training	70
S 415 Correcting defects	70
S 500 Programme	71
S 505 Programme requirements – Not Used	71
S 510 Work of the <i>Purchaser</i> and Others – Not Used	71
S 515 Information required – Not Used	71
S 520 Revised programme – Not Used	71
S 600 Quality management	71
S 605 Quality management system	71
S 610 Quality policy statement and quality plan	72
S 615 Samples	72
S 620 Spares – Not used	72
S 621 Audits and Nonconformoties	72
S 700 Tests and inspections	75
S 705 Tests and inspections	75
S 710 Samples	75
S 715 Management of tests and inspections and provision of samples –	Not used75
S 800 Management of the work	75
S 805 The team - Others	75

S 810 Communication system	76
S 815 Management procedures	76
S 820 Supplier's application for payment	77
S 900 Working with the <i>Purchaser</i> and Others	77
S 905 Cooperation – Not used	77
S 910 Coordination	77
S 1000 Services and other things to be provided	77
S 1005 Services and other things provided by the <i>Supplier</i> for the use of the <i>Purchaser</i> , <i>Supply Manager</i> or Others	77
S 1010 Services and other things to be provided by the <i>Purchaser</i>	78
S 1100 Health, safety and wellbeing	78
S 1100.1 General requirements	78
S 1100.2 Management of Health and Safety	79
S 1200 Subcontracting	84
S 1205 Restrictions or requirements for subcontracting	84
S 1210 Prompt Payment	85
S 1300 Title	85
S 1305 Marking	85
S 1400 Ultimate holding company guarantee (Option X4)	86
S 1500 Information modelling (Option X10)	86
S 1600 Performance bond (Option X13)	86
S 1700 Advanced payment to the Supplier (Option X14)	86
S 1800 Low performance damages (Option X17)	86
S 1900 Supplier warranties	86
(Option X25)	86
S 2000 <i>Purchaser's</i> goods and services specifications and drawings	87
S 2005 Purchaser's goods and services specification	87
S 2010 Drawings	87
SR 100 The Supply requirements where Incoterms 2010 are used – NOT USED	87
SR 200 The Supply requirements where Incoterms 2010 are used – NOT USEI) 87

Table of Annexes		
Annex Number	Name of Annex	
01	Defined Terms	
02	Reference Documents	
03	Insurance	
04	Purchaser's personnel security procedures	
05	People Strategy-Not used	
06	Data Protection	
07	Form of Novation (Purchaser to new Purchaser)	
08	Form of Novation (Supplier to new Supplier)	
09	Parent Company Guarantee	
10	List of goods	
11	Product designs and specifications	
12	Delivery Places	
13	Traffic Officer Uniform and PPE Ordering Process Flowchart	
14	Stock levels	
15	Implementation plan	
16	Demobilisation plan	

S 100 Description of goods and services		
S 101 Identified and Defined Terms and interpretation		
S 101.1	Defined terms not defined in the <i>conditions of contract</i> have the meaning given in Annex 01 .	
S 101.2	Where something is stated to be subject to the agreement of the <i>Supply Manager</i> and the <i>Supplier</i> and an agreement cannot be reached, the <i>Supplier</i> complies with the <i>Supply Manager</i> 's instruction	
S 101.3	Where there is a requirement in the Scope and it is not expressly stated to be fulfilled by either Party, the <i>Supplier</i> fulfils the requirement	
S 102 Reference Documents		
S 102.1	References to documents within the Scope can be found in Annex 02 .	
S 103 The Purchaser's' requirement - Background		

S 103.1

The Purchaser requires a contract for Uniforms and Personal Protective Equipment (PPE) to provide an efficient and effective means to meet the *Purchaser's* requirements.

Uniforms and PPE are the terms used by the *Purchaser* to describe a catalogue of goods supplied to employees and categorised as follows

- Uniforms the term 'uniforms' is used in this document to cover branded work wear and tax tabbed clothing worn by the Purchaser's personnel, and bespoke items of designated uniform as worn by Traffic Officers and
- Personal Protective Equipment (PPE) The term 'PPE' covers body worn items including high visibility clothing and specific items that protect the head, eyes, face, hands, arms, legs and feet. Safety helmets, glasses, face masks, gloves and boots, when worn the user from health or safety risks while at work. Some items of PPE are generic, whilst others are specific to the role that the individual undertakes.

Traffic Officer is the term used by the *Purchaser* to describe a specific group of employees and categorised as follows

Traffic Officer - The Traffic Management Act (TMA) 2004 Part 1, transferred general traffic and road management tasks, previously performed by the Police on the strategic road network, to the *Purchaser* resulting in the creation of Traffic Officer roles in both an on-road and off-road capacity. Traffic Officers wear a specific uniform, to identify them in that role, supported by goods comprising of bespoke and off the shelf products.

Item is the generic term used by the *Purchaser* to support the reference to a particular goods requirement be it an item or a number of products and sizes within an item range of uniform or PPE.

The Purchaser requires the Supplier to provide uniforms and PPE as well as any supporting services detailed in the Scope.

	The provision of <i>goods</i> to the <i>Purchaser</i> is for use by employees in the roles they hold with the <i>Purchaser</i> .
	Supporting services include ordering and managing stock on behalf of the <i>Purchaser</i> , delivery to the <i>Purchaser's</i> locations, provision of a web-based ordering platform, design services for bespoke goods to the <i>Purchaser's</i> specification and providing a one stop shop service for uniform and PPE queries raised by the <i>Purchaser</i> .
S 103.2	The contract supports the <i>Purchaser</i> (as an employer) to fulfil its legal obligations under the Health and Safety at Work Act 1974 (HASAWA), by providing employees with suitable safety equipment (i.e. PPE) that support a continuous safe system of working (i.e., operating procedures).
S 103.3	The <i>Purchaser</i> employs circa 5,500 employees in a variety of roles and located in operating centres across England. Of this number, circa 2,200 (including Traffic Officers) require uniform and of the 5,500 employees circa 4,000 number (including Traffic Officers) require PPE provision.
S 103.4	The range of <i>goods</i> required (approximately 125 individual items) differ depending on the area of work, the requirements of each job role, and the duties associated with that role.
	Most of the goods are generic off-the-shelf products, however, some of these goods are bespoke to the <i>Purchaser</i> and designed to order, instructed by the <i>Supply Manager</i> .
	The size and gender range required by item reflects the <i>Purchaser's</i> employees and relates to both the generic and the bespoke goods provision.
S 103.5	The Supplier provides the Supply Manager with a catalogue of goods.
	The Supply Manager reviews and amend the catalogue of goods throughout the period of the contract, in line with business requirements and demands.
S 103.6	The Supplier ensures that the goods meet all relevant standards and any supporting services are compliant to relevant legislation and appropriate good industry standards.
S 103.7	The supply of goods commence on the Go Live Date in response to orders placed by the <i>Purchaser</i> .
S 103.8	The <i>Purchaser's</i> staff are located in offices, outstations, and depots situated across England.
S 105 Objectives of the <i>Purchaser</i>	
S 105.1	The purpose of this section is to communicate the <i>Purchaser's</i> vision, values, outcomes and the key objectives of the contract, outlining the <i>Purchaser's</i> expectations regarding how the <i>Supplier</i> supports the delivery of these.
About us	

The <i>Purchaser</i> is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.		
The <i>Purchaser's</i> strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.		
The <i>Purchaser</i> role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provides effective stewardship of the strategic road network's long-term operation and integrity.		
er's vision		
The <i>Purchaser</i> 's vision, as set out in the <i>Purchaser</i> 's 'Strategic Business Plan' (see link in Annex 02) "is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects".		
er's imperatives		
 safety – the safety of our employees, our service partners and our road users, customer service – the customer service and experience that road users have and delivery – the delivery of the governments' road building and maintenance programme which (at the Contract Date) includes spending over £4 billion a year delivering our strategic road network to our road users, stakeholders and customers. 		
The <i>Purchaser</i> 's imperatives set out what we do, and the <i>Supplier</i> aligns with these imperatives and supports the <i>Purchaser</i> in achieving the <i>Purchaser</i> 's outcomes.		
The Purchaser's values and expectations		
 "safety" – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network, "integrity" – we are custodians of the network, acting with integrity and pride in the long-term national interest, "ownership" – we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions, 		

	 "teamwork" – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and
	 "passion" – building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.
S 105.9	The <i>Purchaser's</i> values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.
S 105.10	The Supplier ensures it has values that support those of the Purchaser and that engender constructive and desired behaviours that enable a collaborative approach to achieving the Purchaser's outcomes (Annex 02).
The Purchas	<i>er</i> 's outcomes
S 105.11	The <i>Purchaser's</i> 'Delivery Plan' (see link in Annex 02) sets out the <i>Purchaser's</i> main activities to improve the capacity and performance of the network and how the <i>Purchaser</i> performs said activities.
S 105.12	This contract plays a key role in assisting and enabling the <i>Purchaser</i> to achieve its outcomes of • supporting economic growth, • a safe and serviceable strategic road network, • a freer flowing network, • an improved environment and • a more accessible and integrated strategic road network.
S 105.13	 This is achieved through planning for the future, growing capability, building relationships and efficient and effective delivery and improving customer interface.
Contract core principles and key objectives	
S 105.14	 to provide, deliver and supply a range of <i>goods</i>, to promote collaborative working between the <i>Purchaser</i> and the <i>Supplier</i> and to propose innovations and participate in an innovative approach with the <i>Purchaser</i>.

S 105.15	The key objectives are
	 the supply and continued supply of goods supporting the Purchaser's operations, enabling the company to meet its legal obligations under Health and Safety regulations and for operations to continue functioning safely,
	 contribution to company values of Safety and Teamwork,
	 contribution to KPIs / contribution to KPIs 1 and 2 as set out in the Road Investment Strategy 2 – Performance Specification and
	 to support the <i>Purchaser's</i> commitment to the reduction of carbon emissions by aiming to reduce deliveries between <i>Supplier's</i> locations and the <i>Purchaser's</i> locations.
	The <i>Supplier</i> ensures the <i>goods</i> or services meet or exceed the service level performance measure for each service level as set out in paragraph S 320.1.5.
S 105.16	The supply of <i>goods and services</i> supports the <i>Supply Manager</i> to ensure the <i>Purchaser's</i> frontline on / off road operational staff, including Traffic Officers,
	 have access to appropriate uniform and all staff across the organisation have access to PPE as determined by roles performed and tasks undertaken and allows them to carry out their duties to maintain the integrity of the strategic road network and ensure smooth flow of traffic.
S 110 Descr	iption of the goods
S 110.1	The Supplier ensures all goods meet the design, standards and specifications as set out in Annex 11 – Product designs and specifications
S 110.2	The Supplier delivers to the locations as stated in Annex 12 – Delivery Places.
S 110.3	The outline scope of <i>goods</i> is
	supply of uniforms (including general workwear),
	supply of bespoke uniforms,
	• supply of PPE,
	• categories of <i>goods</i> ,
	non-standard or special requirements,
	provision of branding and addition of tax tabs and
	meeting minimum standards.
S 110.4	Supply of Uniforms
	The Supplier provides the goods as set out in Scope Annex 10 – List of goods and Annex 11 – Product designs and specifications.
S 110.5	Supply of Bespoke Uniforms
0 110.0	

The *Purchaser* requires selected goods as set out in Scope **Annex 10** – List of goods which have been designed and authorised by the *Purchaser* for use by specific employees or functions.

In line with legal obligations, the *Purchaser* regularly reviews uniform and PPE requirements based on risk assessments for each job role and employee feedback. New items or adjustments to any items are sourced and adjusted by the *Supplier* when instructed by the *Supply Manager*.

S 110.6 **Supply of PPE (including general workwear)**

The *Supplier* provides the goods as set out in Scope **Annex 10** – List of goods and **Annex 11** – Product designs and specifications

S 110.7 Categories of goods:

The *goods* can be grouped into categories namely

- PPE
 - o footwear,
 - headwear (including eyewear and face masks),
 - o gloves,
 - safety wear,
 - o trousers and
 - outerwear and
- Uniform
 - o headwear,
 - o garment,
 - o underwear,
 - o accessories,
 - o trousers and
 - epaulettes.

S 110.8 Non-standard and Special requirements Uniforms and PPE

Where standard size goods are unsuitable for a particular employee for any reason, the *Supply Manager* instructs the *Supplier* to seek either suitably sized goods, provide an adjustment to a catalogue item, or propose any other solution for acceptance by the *Supply Manager* and its employee, in accordance with paragraph S115.4.

The *Supplier* ensures any non-standard sized goods meet the relevant technical descriptions as set out in **Annex 11** – Product designs and specifications.

The *Supplier* provides consistency in the sizing of the *goods* and provides for *goods* that are outside of the standard size range, as required by the *Supply Manager*.

The *Supplier* includes all relevant design and *Purchaser* branding details in accordance with the design specifications referenced in **Annex 10** List of goods Product designs and specifications and **Annex 11**.

S 110.9 **Provision of Branding**

All *goods* requiring the addition of the *Purchaser*'s corporate branding and any other branding legend as instructed by the *Purchaser* complies with the requirements set out in the National Highways Visual Identity guidance (see link in **Annex 2**)

The Supplier ensures all *goods* requiring the addition of the *Purchaser's* corporate branding and any other branding legend stipulated by the *Purchaser*, complies with the requirements as instructed by the *Purchaser*.

S 110.10 Standards

The *Supplier* ensures the *goods* supplied by meet the design, standards and specifications as set out in **Annex 11** – Product designs and specifications.

S 115 Description of the services

S 115.1

In addition to providing the *Purchaser* with uniforms and PPE, the *Supplier* provides supporting services including the following

- supporting services for the supply of goods and services,
- a design service for Bespoke or any other goods as required,
- logistics delivery (or collection) to all the *Purchaser's* locations,
- logistics Inventory management to manage and maintain stock,
- supporting the Batch Order process (allowing ordering of goods),
- An online electronic ordering system meeting the Purchaser's functionality requirements,
- support for the *Purchaser* in relation to the ordering platform / e-portal,
- Management Information,
- supporting special events,
- implementation requirements set in **Annex 15** Implementation Plan.
- management of stock, and
- demobilisation requirements set out in Annex 16 Demobilisation Plan.

S 115.2 **Supporting services for the supply of** *goods*

The *Supplier* may be required to provide a range of supporting services for the supply of Goods that includes

- an onsite Measuring Service (see paragraph S115.3),
- meeting non-standard or special requirements (see paragraph S115.4),

- maternity garments (see paragraph S115.5) or
- alternative supply of goods to meet non-standard or special requirements_(see paragraph S115.4).

S 115.3 An on-site Measuring Service (On Road Traffic Officers)

Every Traffic Officer (TO) needs the required uniform and / or PPE prior to commencing their role as a Traffic Officer. For off road Traffic Officers, uniform items are ordered following induction.

To support the *Purchaser* in fulfilling its training obligations to new TOs, the *Supplier* provides a measuring service to be delivered to the *Purchaser* for all new trainee TOs.

A flowchart setting out the to-be process followed by the *Purchaser* and the *Supplier*, can be found in **Annex 13** – Traffic officer Uniform and PPE ordering Process Flowchart.

The *Supplier* identifies the correct items and sizes in consultation with the new Traffic Officer, the *Supplier* provides the detail for each item which enables the *Supply Manager* to initiate the Batch Order process.

S 115.4 <u>Meeting an individual's non-standard or special requirements</u>

Where items are deemed unsuitable for any reason and prevent that individual from carrying out their duties or put them at a disadvantage compared to other individuals carrying out the same role, the *Supplier* meets non-standard or special requirements. Reasons may include

- standard items may not be suitable and fail to meet the individual's needs and specific requirements,
- to support the *Purchaser* in fulfilling its legal obligations under the Equality Act 2010.
- to support the *Purchaser* in meeting any reasonable adjustments submitted under the *Purchaser's* Reasonable Adjustment Policy (Annex 02),
- to provide *goods* to support employees with disability, allergy, medical, maternity, religious, or ethnicity requirements or
- to provide suitable and comfortable garments for employees during the term of their pregnancy.

The *Supplier* adopts the following hierarchical approach to provide goods to meet any requests for non-standard or special requirements (except maternity garments) where appropriate and practical

- existing goods within the catalogue are proposed by the *Supplier* to meet an individual's requirements,
- existing goods within the catalogue are proposed by the Supplier that can be adapted / altered by the Supplier to meet an individual's requirements,
- should the existing goods not be suitable, the Supplier works with the Supply
 Manager to propose an alternative solution in accordance with the alternative
 supply of goods to meet non-standard or special requirements,

- once a solution has been agreed between the Supply Manager and the Supplier, following consultation with the individual concerned, the Supplier provides the Supply Manager with a unit price (excluding VAT) and an expected date of delivery,
- the Supply Manager places a special order and the Supplier submits an order to any subcontractor within 1 working day of receipt of the special order. For the purposes of the Scope, working days are Monday to Friday excluding bank holidays and public holidays and t
- the *Supplier* provides the *Supply Manager* with regular progress updates and confirms the date of delivery.

S 115.5 **Maternity Garments**

For any non-standard or special requirements made in connection with maternity garments, the *Supplier* adopts the following hierarchical approach to provide goods

- the *Supply Manager* requests the *Supplier* to source alternative and practical garments in line with the individual's requirements,
- the Supplier works with the Supply Manager to provide details and recommend an alternative solution in accordance with the alternative supply of goods to meet non-standard or special requirements (see paragraph S 115.4),
- where the Supplier is unable to source suitable items, the individual identifies garments from a high street or online store providing details to the Supply Manager, then advises the Supplier, providing full details of the item(s) to be purchased,
- the Supplier arranges to order from the identified source (confirming the description of the item(s), costs excluding VAT, delivery timescales and location) and seeks acceptance from the Supply Manager,
- if the *Supply Manager* accepts, the *Supplier* purchases the item(s). A reason for not accepting the proposed maternity garments is
 - the proposed price does not represent value for money,
 - o its suitability for the person including for their functions/role undertaken or
 - o the timescales for the provision of such garments is not suitable.

The Supplier provides regular updates to the Purchaser on order progress and

 where applicable, the Supplier ensures the addition of any necessary branding to comply with the Scope and tax tabs to the item(s) and any onward delivery to the Purchaser's location.

S 115.6 **Design service for Goods**

The Supplier provides a design service when the Supply Manager requires the

introduction of a new bespoke design,

- alteration or adaption to any of the goods listed in Annex 10 List of goods or
- an adjustment to any of the goods listed in the catalogue of goods.

Section S 210 provides details of the design and acceptance criteria.

S 115.7 Logistics (delivery (or collection) to all the *Purchaser's* locations)

The Supplier

- manages the distribution of *goods* ordered on behalf of the *Purchaser*, including all the associated logistics such as delivered and returned items,
- provides the most cost and carbon efficient delivery services and explores logistical opportunities to maximise the number of items included in any single delivery and minimise the actual number of deliveries made on a monthly basis,
- maintains records regarding a set of delivery requirements for the *Purchaser's* Delivery Places to enable safe and appropriate access,
- is responsible for determining and assuring availability of a suitable and sustainable delivery method or vehicle,
- ensures the correct handling of goods when in its custody, in line with any manufacturer's recommendations,
- provides a tracks and trace service for delivery of items,
- Delivers goods grouped, where practicable, to minimise packaging and transport requirements,
- groups and marks individual orders within the package, by *Purchaser's* employee name and location and
- provides a returns service, with details available to users via the electronic online ordering system (see paragraph S 115.18).

S 115.8 **Delivery and collection**

The Supplier manages the delivery and collection of goods. The Supplier

- provides a 5 working day delivery period from receipt of a Batch Order via the online ordering system, unless agreed otherwise by the Supply Manager,
- when instructed by the Supply Manager for a Batch Order, provides a next day delivery service from receipt of a Batch Order via the online ordering system,
- delivers to the *Purchaser's* locations on working days, that being Monday Friday
 and between the hours of 09:00 and 17:00, excluding bank holidays and public
 holidays in England and Wales with any exceptions to be agreed with the *Supply Manager* and
- ensures that the goods are packaged so they can be safely handled by a single person when removed from the transporting vehicle and Purchaser's Delivery Place.

The Supplier provides a collection service in conjunction with the delivery service, to support the Purchaser's commitment to the reduction of carbon emissions by aiming to

reduce deliveries (and collections) between Supplier locations and the Purchaser's locations. The Supplier Where a Delivery is to be made to one of the Purchaser's Delivery Place, arranges to collect any parcels awaiting return to the Supplier from that location, arranges collections in line with the Service Level Agreement (see section S 320.1.5) at the earlier of either o at the time of the next Delivery or by the fifth working day of receipt of the collection request, and arranges for and provides a proof of collection note which includes details of the items collected, the collection location, and details of the signee from which the collection was made. S 115.9 Delivery of goods by instalments The Supplier does not deliver the goods by instalments, unless agreed otherwise by the Supply Manager. S 115.10 **Confirmation of all deliveries** Where goods are delivered by the Supplier, the point of delivery is when the goods are removed from the transporting vehicle, transferred to the Purchaser's location and receipted by the Purchaser's staff member. The Supplier ensures that the goods are securely packed and labelled with the delivery note before being dispatched and all packages are clearly marked with description of contents. The Supplier provides the Purchaser with proof of delivery (PoD) when instructed. The PoD is held for a period of three years from the original Delivery Date either by hard copy or electronically. The PoD contains the delivery note indicating the destination for each item confirming the date and time that delivery was made including the details of signee who receipted it on behalf of the Purchaser. S 115.11 Notification of delivery/collection issues or delays The Supplier reports all incidents of delivery and collection issues and service failures to the Supply Manager within one (1) working day of the incident occurring. Where a delivery and or collection incident occurs at a location operated on behalf of the Purchaser, the Supplier informs the Supply Manager who provides instructions on how to proceed by the end of the next working day. S 115.12 Not used S 115.13 Home deliveries In the event of a national incident (such as a pandemic) and as a temporary measure, the Supply Manager may instruct the Supplier to deliver the goods to locations in addition to those set out in the *Purchaser's* list of Delivery Places in **Annex 12**. This may include home addresses or any other alternate locations.

S 115.14 Online electronic ordering system

The *Supplier* ensures the provision of an online electronic ordering system for the *Purchaser* to order *goods*.

The *Supplier's* online electronic ordering system is to be developed, tested and delivered to the *Purchaser's* functional requirements for the orders to be placed and the supply of goods to commence from the Go Live Date.

The *Supplier* ensures the electronic ordering system complies with the *Purchaser's* requirements in section S 336 and section S337.

The functionality includes the *Purchaser's* requirements as follows

- an e-catalogue of all goods containing the visual images of each item, unit price (excluding VAT), product codes, specification details, sizes available (but not necessarily in stock), and performance details, (where applicable and available),
- group items of *goods* to specific operational departments, groups and individuals as required by the *Purchaser*,
- provide a single individual user, a super user and specific operational department accounts as required by the *Purchaser*,
- set limits (number of items, items themselves and cost) and the allocation of items available to specific individuals or groups of individuals as required by the Supply Manager,
- add new or remove items as instructed by the Supply Manager,
- update product information including unit price,
- the ability to place orders on a 24/7 365-day basis (or 366-day basis for leap year) and
- the ability to contact the *Supplier* to request a collection of items required to be returned from any location.

S 115.15 Online electronic ordering system - Orders

The Supplier ensures the electronic ordering system provides the details:

- Of the individual who placed the order,
- The date the order was placed,
- The status of the order and the actions undertaken by the *Supplier* (i.e., ordered, pending, awaiting stock, returned, shipped, delivered and invoiced),
- The total value of the order placed,
- The actual date when delivery was made,
- · Details of whom signed for the order on delivery and

The final Delivery Place.

The Supplier does not make amendments to any Batch Order without agreement by the Supply Manager.

S 115.16

Online Electronic Ordering System - Testing and Acceptance

The *Supplier's* system is tested to ensure the *Purchaser's* requirements as stated in section S115.14 and section S115.15 are achieved and fully functional.

Testing

The Supplier ensures a testing programme is included in **Annex 15** Implementation Plan.

The *Supplier* provides the testing programme to the *Supply Manager* twenty (20) Working Days after the Contract Date for acceptance.

The testing programme includes

- an overview of how testing is conducted during Implementation Period,
- sample orders placed by the *Purchaser* from selected nationally dispersed locations,
- the process to be used to capture and record test results,
- the procedure to report to the *Supply Manager* and to be followed should a test produce unexpected results,
- procedure for the resolution of test issues, including repeat sample orders where applicable and
- a live demonstration of a fully functional system.

Acceptance of online electronic ordering system

The *Supplier* provides the online electronic ordering system for acceptance by the *Supply Manager* by demonstrating that the required functionality has achieved compliance against the *Purchaser's* requirements as per section S115.14 and section S115,15. Reasons for non-acceptance are that the online electronic ordering system

- does not meet the requirements,
- does not have the required functionality or
- does not meet the required Go Live Date.

The *Supply Manager* informs the *Supplier* of the acceptance of the online electronic ordering system prior to Go Live Date.

S 115.17

Online electronic ordering system - Operation and Maintenance

In the operation and maintenance provision of the online electronic ordering system the *Supplier* ensures

- all data is held securely and complies with the Data Protection Legislation in **Annex 06** (Data Protection),
- user access is restricted to named individuals provided by the Supply Manager or Staff agreed by the Supply Manager,

the ability to add and remove users as and when instructed by the Supply Manager, the Purchaser's staff has access to the system as required on a 24 hour / daily basis, the provision and maintenance of an online electronic ordering platform, and comprehensive catalogue of all goods and • the receipt and processing of all orders from the Purchaser via an on-line electronic ordering system. S 115.18 **Management Information** The Supplier ensures the electronic ordering system includes the functionality to provide the following management information as a minimum the ability to produce reports showing ordering / usage data (per user/per item/per location, and department and for any time parameter), • the ability to produce reports in a variety of downloadable and exportable formats and the ability to produce reports on the delivery and carriage charges of these items. The Supplier's system generates data, provides and outputs management information via the online electronic ordering system, to the Supply Manager, as and when required by the Supply Manager and in line with the Purchaser's monthly accounting processes (see Scope section S320.1.5 - service levels 8 and 9). S 115.19 Management Information - Surveys The Supplier collates user feedback in relation to product quality, suitability and customer service via online surveys or equivalent, with this information being made available to the Supply Manager. S 115.20 **Supporting special events** The Supplier supports the Supply Manager with requests for branded clothing for corporate events, e.g., show events/demonstrations and film productions. The Supplier delivers the requested goods to a Delivery Place outside those listed in Annex 12 and in accordance with the Supply Manager's instructions this is a compensation event. S 115.21 Management of stock - Contract Implementation The *Purchaser* currently has a large volume of pre-purchased stock being held with its outgoing supplier.

Implementation Period and recorded in **Annex 15** Implementation Plan.

annualised numbers, is included in Annex 14.

Details of the Purchaser's historical stock consumptions levels, based on average

As this stock is owned by the *Purchaser*, the *Supply Manager* arranges for the *Purchaser* to transfer such stock to the *Supplier*, with details to be confirmed during the

	The Supplier liaises with the Purchaser's incumbent supplier to enable the full completion of the Implementation Plan activities and be responsible for the receipt of stock within the Supplier's online electronic ordering system.
S 115.22	Management of stock – Service commencement
	The Supplier manages the stock of items held on behalf of the Purchaser for the period of the contract.
	The <i>Supplier</i> provides inventory management to manage stock, including items ordered via the <i>Supplier's</i> supply chain, volumes and sizes added per product, volumes and sizes issued, volumes and sizes returned, daily product stock levels, and the ability to track and trace individual items ordered.
	The Supplier forecasts future activity (i.e., items stored and distributed, volumes in and out of stock per month/annually).
S 115.23	Management of Stock - Inventory Management
	The <i>Supplier</i> explores opportunities, efficiencies and associated logistics to reduce both the value of stock held and purchased on behalf of the <i>Purchaser</i> , and the number of <i>goods</i> within the overall range of catalogue items held as stock. Based on the movement of stock in the first 12 months of the contract, the <i>Supplier</i> forecasts future activity (i.e., items stored and distributed, volumes in and out of stock per month/annually).
S 115.24	The <i>Purchaser</i> and <i>Supplier</i> reviews and agree stock holding details for the second and subsequent years going forward, with the aim that stock held predominately comprises of bespoke goods or goods with long-lead order times.
S 115.25	Annual stock forecasts include item type, product description, size and number that correspond to provide the <i>Supply Manager</i> with a detailed breakdown. The orders made by the <i>Supplier</i> to replenishes stock to a similar level of detail (see Batch Order process requirements – Scope section S1005.2).
S 115.26	<u>Implementation</u>
	The Supplier complies with Annex 15 Implementation Plan for preparation and implementation of the contract to provide the <i>goods and services</i> .
S 115.27	<u>Demobilisation</u>
	The <i>Supplier</i> complies with Annex 16 Demobilisation Plan for preparation of completion or termination of the contract.
S 115.28	The Supplier ensures that all logs, Data and records are made available to the Supply Manager at any time during the contract and upon Completion or termination of the contract.(see Annex 16 – Demobilisation Plan).
S 115.29	Additional Services
	Additional services required by the Supply Manager as set out in section S 1000.

S 115.30 **Operating hours**

The *Supplier* ensures its business operation from Monday to Friday between the hours of 09:00 and 17:00, excluding bank holidays and public holidays in England and Wales with any exceptions to be agreed with the *Supply Manager*.

Included in this service is the ability to contact the *Supplier* and for deliveries to be made to the *Purchaser's* Delivery Places as set out in **Annex 12**.

S 120 Description of the environment where the goods and services are to be put to use.

S 120.1

The *goods* are used by the *Purchaser's* employees for a varied range of roles and functions including office-based and on road locations, construction site environments and outdoor training facilities.

S 200 Supplier's design

S 205 Design responsibility

S 205.1 **Design Service for Goods**

The Supplier provides for a design service when instructed by the Supply Manager.

The service provides for

- the introduction of a new bespoke design,
- the alteration or adaption to any of the *goods* listed in **Annex 10** list of goods and
- the adjustment to any of the items listed in the catalogue of *goods*.

Section S 210 provides details of the design and acceptance criteria.

S 210 Design submission procedures and acceptance criteria

S 210.1 The Supply Manager

- arranges an initial consultation meeting with the Supplier,
- provides the requirements to inform the Supplier of the need for the design service.
- provides details such as required design, specifications, reports, surveys, or any other relevant information to the Supplier and
- provides a timetable for agreement with the *Supplier* for production of samples and a roll out date.

The Supplier

 accepts the request from the Supply Manager and timetable within period for reply.

- identifies a suitable designer (if not available in house) together with a route to manufacturer, or where necessary identifies the proposed subcontractor for any design,
- develops a new design and submits the proposed design drawing(s) and specification to the Supply Manager, together with information relating to the manufacturing process (including details and locations of any subcontractor or its supply chain at any stage of remoteness from the Purchaser) and
- meets with and provide regular updates to the Supply Manager as agreed during the design service and provides samples.

Acceptance of design and samples process

- when the proposed design(s) meets the *Purchaser's* requirements, the *Supply Manager* accepts the proposed design and instructs the *Supplier* to arrange for the production of samples for the *Purchaser's* inspection and consideration and in line with project timescales,
- the Supplier arranges for the production of three (3) factory samples for review by the Supply Manager. The sample(s) represent the final production version of the goods demonstrating compliance to the specification (and requirements), quality (including the material quality, fit and finish), and technical requirements (including all relevant safety standards and legislation applicable).

The *Supplier* provides any relevant and / or supporting technical documentation with the samples to the *Supply Manager*.

- when three (3) samples are available, the Supplier
 - arranges a review meeting with the Supply Manager, within five (5) working days of receipt and presents the three (3) samples for review and acceptance and
 - o provides a quote including the unit price, lead times, and any minimum order values for review and acceptance by *Supply Manager*,
- once the Supply Manager is satisfied with the sample that meets the final design as well as the Purchaser's requirements, the Supply Manager accepts the final design and quote. The Supply Manager agrees both the final design and quotation for final production, this is a compensation event.
- one (1) sample is retained by the Supply Manager, and two (2) samples returned to the Supplier (one for the Supplier's retention and one for its supply chain as applicable),
- if the Supply Manager is not satisfied with any aspect of the new design or alteration(s) and wishes to make further changes, discussions take place, or additional meetings are arranged with the Supplier until further samples are produced to the Supply Manager's that it meets the stated requirements,
- the Supplier produces an unlimited number of sample revisions until the Supply Manager is satisfied with all aspects of the design including compliance with the product specification, quality and safety requirements.

the Supply Manager may reject the sample or design for any reason and the Supply Manager may change the requirements to allow any design or sample to meet its satisfaction. S210.1a The Supply Manager may instruct further changes to any aspect of the design, during the manufacturing stages (post agreement) and the actions to be taken in respect for goods manufactured to date. S 210.2 Change of product manufacturer In the event of the Supplier becoming aware of a change or proposed change to any subcontractor (at any stage of remoteness from the *Purchaser*) within its supply chain, the Supplier informs the Supply Manager within 1 (one) working day either o of notification from its supply chain or o its proposal to change its supply chain and advises if any of the goods listed in Annex 10 - Full list of goods (including the supply of materials, fabrication or manufacturer), are affected and provides details of the changes to the Supply Manager implements the process and sample requirements as detailed in section S 210.1. S 210.3 Changes to product component parts The Supplier ensures • there are no changes to any of the component parts incorporated or to be incorporated into any of the products/goods and • it has a robust process to ensure that no changes occur without the prior agreement of the Supply Manager. In the event of a proposed change to any such component parts incorporated into any of the products listed in **Annex 10** – Full list of goods, the *Supplier* undertakes the sample process detailed in paragraph S 210.1 for the proposed revised products/goods. S 210.4 Changes required to product design or specification The Supply Manager may instruct the Supplier to change to a part or parts of any of the

detailed in section S 210.1, applies.

products listed in Annex 10 - Full list of goods, the process and sample requirements as

S 210.5 Acceptance Criteria

New bespoke PPE is subject to direct testing and verification at the product development stage to ensure it meets PPE industry standards. The *Supplier* arranges undertakes or procures the undertaking of testing to comply with the relevant specifications and relevant good industry practice in a certified testing facility. A supporting test and inspection schedule containing all relevant information (see Scope section S 705) is submitted to the *Supply Manager* upon completion of the process, together with a copy of the certification documentation.

S215 Purchaser's requirements

S 215.1	The Supplier ensures that all the goods provided are supported by relevant information
	to evidence the specification applicable to the relevant standards and codes of practice
	(see Scope section S 705.1).

S 215.2 Not used

S 215.3 The goods

- designed and supplied or
- supplied by the *Supplier* meet the bespoke design, standards and specifications as set out in **Annex 11**.

S 215.4

All *goods* requiring the addition of the *Purchaser's* corporate branding and any other branding legend as instructed by the *Purchaser*, whether during the implementation period or during the life of the contract, complies with the requirements set out in the National Highways Visual Guidance (see link in **Annex 02**).

S 215.5

The *Supplier* advises and submits a report to the *Supply Manager* for acceptance biannually on production methods or processes that may improve quality, reduce production time and the reductions in the rates etc. in the Price List.

A reason for not-accepting the report include

- not meeting the *Purchaser's* requirements,
- a perceived reduction in quality or
- the proposal does not complying with the *Purchaser's* process and sample requirements as at section S 210.0 prior to acceptance.

S 220 Using the Supplier's design - Not Used

S 300 General constraints on how the *Supplier* Provides the Goods and Services

S 301 General constraints

S 301.1

An order is defined as one placed by the *Supply Manager* containing at least the agreed *goods* description, item code, quantity and delivery destination/premises for each item.

S 301.2	 The Supplier Provides the Goods and Services in such manner as to prevent and minimise the risk of damage or disturbance to or destruction of third-party or the Purchaser's property.
S 301.3	Any information relevant to the <i>Purchaser's</i> Delivery Places in Annex 12 including working hours and any site specific constraints is to be provided to the <i>Supplier</i> by the <i>Supply Manager</i> during the Implementation Period.
S 302 Confid	dentiality
S 302.1	The Supplier keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
	the terms of the contract,
	 any confidential or proprietary information (including Personal Data) provided to or acquired by the Supplier in the course of Providing the Goods,
	except that the Supplier may disclose information
	to its legal or other professional advisers,
	 to its employees and subcontractors (at any stage of remoteness from the Purchaser) as needed to enable the Supplier to Provide the Goods,
	 where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the Supplier consults the Purchaser and takes full account of the Purchaser's views about whether (and if so to what extent) the information should be disclosed,
	 which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
	 which is in the public domain at the time of disclosure other than due to the fault of the Supplier or
	 with the consent of the Purchaser.
S 302.2	The Supplier does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Goods.
S 303 Insura	ances
S 303.1	The <i>Supplier</i> is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in Annex 03 .
S 303.2	The Supplier discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.

S 304 Security and identification of people

S 304.1 Mandatory obli	aations
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S 304.1.1	Prior to attendance at the FSC, the <i>Supplier's</i> staff meets the minimum requirements as detailed in this section.
	The <i>Purchaser</i> is required to adopt the personnel security requirements and management arrangements set down in "Security Policy 3: Personnel Security" of "Her Majesty's Government (HMG) Security Policy Framework" (see links in Annex 02) issued by the Cabinet Office as amended from time to time.
S 304.1.2	The Supplier familiarises itself with the objectives and principles embodied within the HMG Security Policy Framework, in addition to the mandatory obligations extracted from the HMG Security Policy Framework and set down in this section.
S 304.1.3	The Supplier ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the HMG Security Policy Framework.
S 304.1.4	The <i>Supply Manager</i> notifies the <i>Supplier</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the HMG Security Policy Framework and agrees any remedial action required by the <i>Supplier</i> as a result of the amendments.

S 304. 2 Security checks – Minimum requirements

- S 304.2.1 "HMG Baseline Personnel Security Standard v6.0 May 2018" ("the BPSS") (see link in **Annex 02**) forms the minimum security check requirements for all Staff whose duties include;
 - working in any of the *Purchaser's* premises, for example, sites, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC), Fire Service College (FSC) and any outstations operated by the *Purchaser*.
 - usage of the Purchaser's Information Systems and
 - · working unsupervised in any other capacity.
- S 304.2.2 The *Supply Manager* may notify the *Supplier* of a modification to the categories of Staff requiring BPSS security checks at any time.
- Unless advised otherwise by the *Supply Manager*, it is the *Purchaser's* hiring manager who completes a BPSS check. The *Purchaser's* hiring manager for the contract is the *Supply Manager*. Staff, working on the *Purchaser's* premises or with its technology, have to be BPSS approved before they begin working for or with the Providing the Goods and Services. The BPSS form and guidance set out in **Annex 04** have been produced to assist the *Purchaser's* hiring manager undertaking checks and to ensure all checks meet the standards set out in the HMG Security Policy Framework.

S 304.2.4	Procedural and other details for ensuring compliance with the BPSS are set out in subsection "Part One – BPSS Compliance" below.	
S 304.3 Sec	S 304.3 Security checks – Additional vetting requirement	
S 304.3.1	Where Staff require unrestricted access to the <i>Purchaser</i> areas identified in subsection "Part Two - National Security Vetting (NSV)" below, the <i>Supply Manager</i> notifies the <i>Supplier</i> of the appropriate level of National Security Vetting (NSV) to be carried out.	
S 304.3.2	Procedural and other details for ensuring compliance with NSV are set out in subsection "Part Two - National Security Vetting (NSV)" below.	
Part One – E	BPSS compliance	
S 304.4 Proc	cedures	
S 304.4.1	The Supplier undertakes security checks to ensure the confidentiality, integrity and availability of the Purchaser's asset (documents and information).	
S 304.4.2	The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 304.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual	
	 is issued with a security pass giving unrestricted access to the Purchaser's premises, 	
	 potentially has access to the <i>Purchaser's</i> sensitive, possibly protectively marked, information and 	
	is given access to the <i>Purchaser's</i> IT network.	
S 304.4.3	The Supplier takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception, using the risk management assessment process guidance contained in the HMG Security Policy Framework.	
S 304.4.4	The <i>Supplier</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter, from the <i>Supplier's</i> Human Resources team or one of its Directors, certifying the same.	
S 304.4.5	The Supplier reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.	
S 304.4.6	Any new Staff to whom paragraph S 304.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.	
S 304.4.7	The Supplier keeps full and auditable records of all security checks carried out on Staff and makes such records available to the Supply Manager or its appointed	

	representatives for audit purposes upon request.	
S 304.4.8	If	
	 the Supply Manager discovers any non-compliance with the requirements of the BPSS from the audit process, 	
	• the Supplier fails to keep full records of security checks carried out on Staff or	
	 the Supplier fails to make such records available upon request 	
	the Supply Manager may	
	 invoke individual withdrawal of permits or passes to Staff, 	
	 invoke systematic withdrawal of permit or passes to Staff, 	
	 require that an independent audit of the Supplier's BPSS security checks procedure is undertaken at the expense of the Supplier and 	
	 instruct the Supplier to take appropriate action to immediately address any non- compliance with the BPSS notified to it by the Supply Manager. 	
S 304.4.9	The Supplier notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.	
S 304.4.10	The Supplier reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.	
S 304.5 Secu	S 304.5 Security check process for BPSS	
S 304.5.1	The security check process of the BPSS follows the guidance provided in "HMG Baseline Personnel Security Standard May 2018" (see link in Annex 02).	
S 304.5.2	The BPSS comprises verification of four main elements	
	• identity,	
	 nationality and immigration status (including an entitlement to undertake the work in question), 	
	 employment history (past 3 years) and 	
	criminal record (unspent convictions only).	
	Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.	
S 304.5.3	The specific requirements for verification of each of the four main elements above are set out in "Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)" (see link in Annex 02). An outline description of the core requirements is included in S 304.6 to S 304.9 but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of the "HMG Baseline Personnel Security Standard" (see link in Annex 02).	

S 304.5.4	Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Supply Manager</i> in line with the BPSS form set out in Annex 04 .
S 304.6 Verification of identity – Outline requirements	
S 304.6.1	Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
S 304.6.2	Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
S 304.6.3	There is no definitive list of identifying documents. The <i>Supplier</i> notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
S 304.6.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
S 304.6.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Supplier</i> notifies the <i>Supply Manager</i> and records the matter on the early warning register.
	onality and immigration status (including an entitlement to undertake the work in Outline requirements
S 304.7.1	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
S 304.7.2	The Supplier takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in Annex 02) where applicable.
S 304.7.3	The Supplier applies all checks consistently and complies with its obligations under the "Equality Act 2010" (see link in Annex 02).
S 304.8 Employment history (past 3 years) – Outline requirements	
S 304.8.1	The Supplier verifies the individual's recent (minimum of 3 years) employment or education history, as applicable,

	 by following up references with previous employers,
	 by verifying His Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,
	by verifying academic certificates,
	 by means of a commercially available CV checking service or
	 (in exceptional circumstances or where there are unresolved gaps) by means of an independent check of HMRC records.
S 304.8.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Supplier</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
S 304.9 Crim	ninal record (unspent convictions only) – Outline requirements
S 304.9.1	The Supplier notes that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made as part of that process.
S 304.9.2	Under the terms of the "Rehabilitation of Offender Act 1974" (see link in Annex 02), it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.
S 304.9.3	The <i>Supplier</i> may choose to use the basic disclosure certificate check option available from the "Disclosure and Barring Service" (see link in Annex 02) to meet this verification requirement.
S 304.9.4	Where "unspent" convictions have been disclosed, the <i>Supplier</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
S 304.10 Ap	proval for employment
S 304.10.1	General guidance and requirements post BPSS verification are contained in "Part IV – Post Verification Process of the HMG BPSS" (see link in Annex 02). An outline description of the core requirements is included below but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of the BPSS.
S 304.10.2	Subject to paragraph S304.10.3 and unless advised to the contrary by the <i>Supply Manager</i> , Staff for whom a completed BPSS has been submitted may be treated by the <i>Supplier</i> as suitable to undertake the duties referred to in paragraph S304.2.1.
S 304.10.3	The Supply Manager ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The Purchaser may exclude from the Purchaser's premises, any individual for whom a BPSS is not supplied, is incomplete or

	is otherwise unsatisfactory.	
	le difference difference, i	
S 304.10.4	BPSS checks with a sealed "Criminal Record Declaration" are assessed separately on a case-by-case basis by the <i>Purchaser</i> . The <i>Supply Manager</i> advises the <i>Supplier</i> if the individual has been agreed as suitable to undertake all or any of the duties referred to in paragraph S304.2.1.	
S 304.11 Inc	S 304.11 Incomplete or unsatisfactory BPSS verification records	
S 304.11.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Supply Manager</i> advises the <i>Supplier</i> of the deficiencies and the actions needed to correct them.	
S 304.11.2	The Supply Manager contacts the Purchaser's Security team to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.	
S 304.12 Rer	newal of the BPSS	
S 304.12.1	Under most circumstances, renewal of the BPSS is not required.	
S 304.12.2	The Supplier rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.	
S 304.12.3	The Supply Manager instructs the Supplier to carry out additional security checks on any Staff required to operate in or on List X (see definition in Annex 01 and link in Annex 02) premises owned, operated or accessible by the <i>Purchaser</i> .	
S 304.12.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Supplier</i> and is subsequently re-employed by the <i>Supplier</i> within twelve months, the original security check authorisation may be reinstated. The <i>Purchaser</i> may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.	
S 304.13 Ongoing personnel security management ("aftercare")		
S 304.13.1	The Supplier monitors, manages and supports the required behaviours of Staff who are agreed for work on the contract in line with the principles contained in the HMG Security Policy Framework and reports to the Supply Manager immediately if the continuing suitability of an individual is in doubt.	
S 304.13.2	Where the <i>Supplier</i> reports a case of doubt or the <i>Supply Manager</i> considers that the actions of any individual does not conform to the <i>Purchaser's</i> required behaviours, the <i>Supply Manager</i> may instruct the <i>Supplier</i> to review the performance of the individual concerned. The <i>Supplier</i> takes appropriate action in consequence of the review, which may include	

agreeing a performance improvement plan, a temporary suspension of permits and passes or removal of the individual. S 304.14 Retention of documentation S 304.14.1 The documentation associated with the BPSS check is retained by the Supplier until Completion is reached and for a period of twelve months after the individual has ceased to be employed on the contract. S 304.14.2 The Supplier destroys all electronic and paper copies of documentation which it is no longer required to retain. Part Two - National Security Vetting (NSV) S 304.15 Procedures S 304.15.1 In all cases, verification of identity and the individual's entitlement to undertake the work in question is to be carried out before embarking on NSV. S 304.15.2 Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The Supplier agrees with the Supply Manager, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel. S 304.15.3 The Supply Manager determines if any Staff need to undertake the NSV in addition to the BPSS check. S 304.15.4 If the Supply Manager considers that the NSV is required, the Purchaser identifies, manages and undertakes the necessary vetting at the *Purchaser's* expense. S 304.15.5 Where the Supply Manager determines that the NSV is required, the agreement process set out in section S 304.10 does not apply, unless the Supply Manager instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV. Part Three – Cabinet Office Efficiency and Reform Group requirements S 304.16 Admittance to the *Purchaser's* premises S 304.16.1 The Supplier submits to the Supply Manager details of people who are to be employed by it and its subcontractors in Providing the Goods and Services. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the Supply Manager. S 304.16.2

The *Supply Manager* may instruct the *Supplier* to take measures to prevent unauthorised persons being admitted on to the *Purchaser's* premises. The instruction is a compensation event if the measures are additional to those required by the Scope.

S 304.17 Passes	
S 304.17.1	The Supplier ensures Staff carry and display a Purchaser's pass whilst working in any of the Purchaser's premises.
S 304.17.2	The Supplier submits to the Supply Manager a list of the Staff's names for whom such passes are required. The Supplier completes the necessary paperwork/documents required for the issue of such passes. The Supply Manager providers the passes to the Supplier. The Supplier ensures each pass is returned to the Supply Manager by the Supplier when either
	 the individual no longer requires access to the Purchaser's premises or
	 after the Supply Manager has given notice that the individual is not to be admitted to any of the Purchaser's premises.
S 304.18 Re	corded images
S 304.18.1	The <i>Supplier</i> does not take recorded images, for example, photographs or videos, of the <i>Purchaser's</i> premises or any part of them unless it has obtained the agreement of the <i>Supply Manager</i> .
S 304.18.2	The <i>Supplier</i> takes all necessary measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
S 305 Business Continuity	
S 305.1	The Supplier prepares a business continuity plan that complies with ISO22301:2019 (See link in Annex 02) and submits the draft plan to the Supply Manager no later than four weeks after the starting date for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The Supplier amends the plan to address the Supply Manager's comments and resubmits for acceptance within one week.
S 305.2	The Supplier undertakes an annual test event to test the business continuity plan. The Supplier agrees with the Supply Manager the test scenario prior to the test. Following the test, the Supplier prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the Supply Manager within two weeks of the test for acceptance. A reason for not accepting the feedback report is
	 it does not provide sufficient details to enable the Supply Manager to understand how the proposed amendments to the business continuity plan resolve the issues raised in the feedback report or it does not provide sufficient detail for the Supply Manager to understand the issues identified in annual test event.
S 305.3	The Supplier implements any proposed amendments in the accepted feedback report as instructed by the Supply Manager.

S 305.4

Where instructed by the *Supply Manager*, the *Supplier* completes the *Purchaser's* annual business continuity self-assessment assurance document in the form provided by the *Supply Manager*. The *Supplier* provides supporting evidence to the *Supply Manager* to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The *Supply Manager* may undertake an audit of compliance with these requirements.

S 306 Contract Management

S 306.1 Not used

S 306.2 Format of records

S 306.2.1

The *Supplier* ensures that records are created and maintained in a format agreed by the *Supply Manager* such as

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Purchaser's* "Information Systems", reference documents or guidance manuals as agreed with the *Purchaser*.

S 306.2.2

The *Supplier* undertakes translation of existing records into an accepted format when instructed by the *Purchaser*.

S 306.2.3

The *Supplier* may from time to time agree with the *Supply Manager*, alternative acceptable formats in which the *Supplier* maintains records, taking into account any advances and other developments in Information Systems. The *Supplier* implements any changes as agreed with the *Supply Manager*.

S 306.3 Records and audit access

S 306.3.1

The *Supplier* keeps documents and information (including full and accurate records and accounts of the operation of the contract including the *goods* and *services* provided under it, any subcontracts and the amounts paid by the *Purchaser*) obtained or prepared by the *Supplier* or any subcontractor in connection with the contract for the longer of

- period for which the Supplier retains liability under the contract and
- 18 months following the later of the end date or completion of any Batch Order.

S 306.3.2

The *Supplier* permits the *Supply Manager* and the Comptroller and Auditor General to examine documents held or controlled by the *Supplier* or any subcontractor (at any stage of remoteness from the *Purchaser*).

S 306.3.3

The Supplier provides such explanations as the Supply Manager or the Controller and

	Auditor General considers necessary.
S 306.3.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the "National Audit Act 1983" (see link in Annex 02) for the examination, certification or inspection of the accounts of the <i>Supplier</i> .
S 306.3.5	The Supplier records efficiencies within the "Efficiency Register" (see link in Annex 02). It updates and submits the "Efficiency Register" to the Supply Manager on a monthly basis_for acceptance.
	A reason for not accepting the "Efficiency Register" is
	it does not comply with the criteria for an efficiency.
S 306.3.7	The Supplier
	 keeps the records and accounts referred to in clause Z61 in accordance with law of the contract,
	• affords any <i>Purchaser's</i> auditor access to the records and accounts referred to in the Scope at the <i>Supplier's</i> premises, provides records and accounts (including copies of the <i>Supplier's</i> published accounts) or copies of the same, as may be required by any auditor,
	• the Supplier provides the Purchaser's auditor with all co-operation and assistance in respect of
	o all information requested by the <i>Purchaser's</i> auditor,
	 access to sites controlled by the Supplier and to any Supplier's Equipment used to Provide the Goods and Services and
	o access to Staff.
S 306.3.6	Records, audit access and open book data
	The Supplier keeps and maintains for seven (7) years after the end date (or as long a period as may be agreed by the Supply Manager), full and accurate records and accounts of the operation of the contract including the goods and services provided under it, any subcontracts and the amounts due.
	The Supplier
	 keeps records and accounts in accordance with good industry practice and the law of the contract and
	 afford any auditor access to the records and accounts at the Supplier's premises and provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the auditors from time to time prior to and including the end date and the seven (7) years period (or period agreed between the Parties) in order that the auditor(s) may carry out an inspection to assess compliance by the Supplier and its subcontractors of any of the Supplier's obligations under the contract including for the following purposes to

- verify the accuracy of the amount due and any other amounts payable by the *Purchaser* under the contract (and proposed or actual variations to them in accordance with the contract),
- verify the Supplier's (and if applicable each subcontractor's) compliance with the law of the contract,
- identify or investigate an actual or suspected Prohibited Act, impropriety, accounting mistakes, any breach or threatened breach of security and in these circumstances the *Purchaser* and *Supply Manager* have no obligation to inform the *Supplier* of the purpose or objective of an audit,
- o identify or investigate any circumstances which may impact
 - upon the financial stability of or
 - the ability to perform the goods and services by

the Supplier, the Guarantor, or any subcontractor,

- obtain such information as is necessary to fulfil the *Purchaser's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General,
- o review any books of account and the internal contract management accounts kept by the *Supplier* in connection with the contract,
- carry out the *Purchaser's* internal and statutory audits and to prepare, examine and certify the *Purchaser's* annual and interim reports and accounts,
- enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Purchaser* has used its resources,
- review any Performance Monitoring Reports provided under S 320 and other records relating to the Supplier's performance in Providing the Goods and Services and to verify that these reflect the Supplier's own internal reports and records,
- verify the accuracy and completeness of any information delivered or required by the contract,
- o review the *Supplier's* quality management systems (including any quality manuals, processes and procedures),
- o review the Supplier's compliance with the relevant standards,
- inspect the *Purchaser's* assets, including the *Purchaser's* IPRs, equipment and facilities, for the purposes of ensuring that the *Purchaser's* assets are secure and that any register of assets is up to date and
- review the integrity, confidentiality and security of the *Purchaser* Data including Personal Data and

•

- provides the auditor(s) with all reasonable co-operation and assistance including,
 - o information requested by any auditor within the scope of the audit,
 - access to sites controlled by the Supplier and to any Equipment used in Providing the Goods and Services and
 - o access to Staff.

The *Purchaser* and the *Supply Manager* uses reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the *Supplier* or delay the Providing the Goods and Services save insofar as the *Supplier* accepts and acknowledges that control over the conduct of audits carried out by the auditor(s) may be outside of the control of the *Purchaser* and the *Supply Manager*.

S 306.4 Training

S 306.4.1 The *Supply Manager* arranges for the provision of relevant training for all relevant systems listed in the "Information Systems" Scope section S337.

S 306.4.2 The *Supplier* proposes a list of appropriate Staff for training for each requirement for acceptance by the *Purchaser*. The *Supplier* liaises with the *Purchaser* to programme the training to optimise efficiencies.

A reason for not accepting the list of appropriate Staff is that it

- does not comply with the Scope,
- does not enable the Supplier to Provide the Goods,
- does not enable the Supplier to comply with the contract or
- does not comply with best industry practice.

The *Supplier* amends the list of appropriate Staff to be trained in response to any comments from the *Supply Manager* and resubmits it for acceptance by the *Purchaser*. The *Supplier* complies with the list of appropriate Staff to be trained once it has been accepted.

S 306.4.3

The *Supplier* identifies and outlines in **Annex 15** – Implementation Plan, all training and accreditation that the *Purchaser's* staff need to undertake to access and operate the online ordering platform and any other systems or processes needed to fulfil the delivery of the contract. The *Supplier* details the delivery format of that training, including location, together with an indicative timescale for delivery.

S 307 Not Used

S 308 Not Used

S 309 Communication

S 309.1

The *Supplier* does not release any information into the public domain in relation to the *goods* and services without the agreement from the *Supply Manager*.

S 309.2	The Supplier does not, unless agreed otherwise with the Supply Manager
	 make any comment to the press regarding the goods and services, give interviews, allow interviews to be given, or take part in any television, radio or web- based programmes relating to the goods and services,
	 allow any subcontractors (at any stage of remoteness from the <i>Purchaser</i>) to make any comment to the press regarding the <i>goods</i> and <i>services</i>, give interviews, allow interviews to be given, or take part in programmes relating to the <i>goods</i> and <i>services</i>,
	 issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the goods and services,
	 publish any public communications, including internet and digital communications, relating to the goods and services,
	 use site hoardings or notices, or allow them to be used, for the purposes of advertising or
	 use images or text relating to the goods and services for advertising or publicity purposes.
S 309.3	The Supplier immediately notifies the Supply Manager of any communication from
	media enquiries (including social media),
	customer enquiries
	identified stakeholder groups at regional or national level
	local media or national media,
	Members of Parliament (MPs) or Members of European Parliament (MEPs) and
	any other third party
	that it receives in relation to the contract. The <i>Supplier</i> does not respond directly to any enquiries about, or on behalf of, the <i>Purchaser</i> unless agreed with the <i>Supply Manager</i> .
S 309.4	The Supplier complies with the Purchaser's
	"Communication Strategy"
	"Social Media Policy" and
	 visual identity specifications, "Our visual identity" and "Normal not formal". a guide to our corporate narrative, tone of voice and writing style"
	when Providing the Goods and Services (see links in Annex 02).
S 309.5	Any communications material developed by the <i>Supplier</i> is agreed by the <i>Supply Manager prior</i> to its distribution/publication.
S309.6	The Supplier
	• provides, from the starting date, a person(s) responsible for responding to

incoming enquiries and complaints and ensures enquiries from the Supply Manager are responded to within five days unless agreed otherwise with the Supply Manager. The five-day response target applies to all customer correspondence received (with the exception of Parliamentary questions, ministerial correspondence and freedom of information requests). The five-day response target commences on the date first received by either the *Purchaser*, the *Purchaser's* customer contact centre (CCC) and by the Supply Manager directly. S 310 Coordination S 310.1 The Supplier programmes the delivery in a manner that minimises the impact on the Purchaser. S 310.2 The Supplier does not enter into commitments when dealing with third parties that might impose any obligations on the *Purchaser* except with the consent of the *Purchaser*. S 311 Not used S 312 Waste materials S 312.1 If instructed by the Supply Manager, the Supplier undertakes the disposal of goods; for example where they have been withdrawn from use, superseded by new replacement goods or are surplus to requirements. When requested by the Supply Manager, the Supplier provides copies of all relevant materials associated with the disposal of such goods. S 312.2 Any such requests are dealt with on a case-by-case basis, to the details and programme agreed between the Supply Manager and the Supplier. S 313 Conflict of interest S 313.1 The Supplier does not take an action which would cause an actual or potential conflict of interest to arise in connection to the contract. The Supplier immediately notifies the Supply Manager if an actual or potential conflict of interest arises, including if there is any uncertainty about whether a conflict of interest may exist or arise. The Supplier designates and notifies the Supply Manager of the senior officer responsible for monitoring and overseeing conflicts of interest. S 313.2 The Supplier notifies Staff and subcontractors at any stage of remoteness from the Purchaser) who are Providing the Goods and Services that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Goods and Services. S 313.3 The Supplier ensures that Staff and any subcontractor (at any stage of remoteness from the Purchaser), who are Providing the Goods and Services, completes a declaration of interests form set out in Annex 02 [prior to joining the project/ Providing the Goods and Services]. Unless the Supply Manager requires otherwise, a declaration of interests

	form is completed on an annual/bi-annual basis by Staff. The Supplier notifies the Supply Manager if an actual or potential conflict of interest is declared.
S 313.4	The Supplier ensures that any subcontractor (at any stage of remoteness from the Purchaser) immediately notifies the Supplier and the Supply Manager if there is any uncertainty about whether a conflict of interest may exist or arise.
S 313.5	If the Supplier or subcontractor (at any stage of remoteness from the Purchaser) notifies the Supply Manager of any actual or potential conflict of interest or, if the Supply Manager becomes aware of any actual or potential conflict of interest, the Supply Manager may
	 require the Supplier to stop Providing the Goods and Services until any conflict of interest is resolved,
	 require the Supplier to submit to the Supply Manager for acceptance a proposal to remedy the actual or potential conflict of interest and
	 where it considers an actual or potential conflict of interest can be managed, require a conflicts of interest management plan to be submitted for acceptance and the Supplier to sign the Purchaser's conflicts agreement.
	A reason for not accepting the conflicts of interest management plan is
	it does not manage or mitigate the conflict of interest or
	it does not comply with the contract.
	The Supplier amends the conflicts of interest management plan in response to any comments and resubmits it for acceptance by the Supply Manager.
	The Supplier complies with the conflicts of interest management plan once it has been accepted.
S 314 Purch Policies	aser's Fair Payment Charter, Supplier Counter Fraud, Bribery and Corruption
S 314.1	The Supplier complies (and ensures that any person employed by it or acting on its behalf complies) with the Purchaser's
	"Fair Payment Charter" and
	"Supplier Counter Fraud, Bribery and Corruption Code of Conduct"
	(see links in Annex 02) throughout the supply period.
S 314.2	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
S 315 Paren	t Company Guarantee
S 315.1	If the <i>Supplier</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex 9. If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the <i>Supplier</i> provides a legal opinion in support of a Parent Company Guarantee.

S 315.2

Any legal opinion provided by the *Supplier* in support of a Parent Company Guarantee from

- a Parent Company Guarantee from,
- an Alternative Guarantee from,
- a form of alternative guarantee from,
- an alternative form of bond or security agreed by the *Purchaser* from
- Form of Performance Security (or an alternative form of bond or security agreed by the *Supply Manager* or *Purchaser*) from or
- a novation to a proposed new supplier which is

a company not incorporated in and subject to the laws of England and Wales includes (among others) the following matters

- the requirements of clause Z11,
- confirmation that
 - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the Controller,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the Controller or its assets,
 - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
 - a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in

which the Controller is incorporated without re- examination of the merits of the case and the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated, notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee, • notification of whether withholding is required to be made by the Controller in relation to any monies payable to the Purchaser under the Parent Company Guarantee, confirmation of whether the Purchaser will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and the legal opinion can be provided and disclosed to the following Purchaser's parties (on a non-reliance basis) the Department for Transport, the Cabinet Office, the HM Treasury, the Purchaser's professional advisers, auditors and insurers and any person required pursuant to any applicable law, their offices and directors as applicable. S 315.3 Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable S 315.4 Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the Project Manager or Purchaser) the requirements are to be read as • references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "form of bond or security agreed by the Project

Manager or Purchaser)" as applicable.

S 315.5 Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as • references to the word to "Controller" are substituted with "proposed New Supplier" (all as defined in the contract (including the novation deed)) as applicable and • all references to "Parent Company Guarantee" are substituted with "the contract" as applicable. S 315.6 Where a legal opinion is being given in relation to the Supplier or Consortium Member the requirements are to be read as • references to the word to "Controller" are substituted with Supplier or Consortium Member as applicable and • all references to "a Parent Company Guarantee" is substituted with "the contract" as applicable. S 316 Not used S 317 Not used S 320 Performance Measurement S 320.1 The Supplier uses the 'Collaborative Performance Framework' (CPF) (see link in Annex 02) and follows the processes in relation to the use of performance scores to drive improved performance. S 320.2 The Supplier uses the Health and Safety Management, Effectiveness of Engagement with Customers and Stakeholders, Quality Management, service levels and Key Deliverables metrics, recording performance against each of the relevant indicators in the CPF and assists the Purchaser in the development of the CPF by proposing and developing ways in which improvements can be made S 320.3 The Supplier submits a return against each CPF indicator via the Purchaser's performance management system. The first CPF covers months 4 - 6 from the starting date and are thereafter submitted quarterly S 320.1 Performance review S 320.1.1 The Supplier undertakes all necessary activities to monitor the performance Service Levels as per S 320.1.5 including any supporting data or information requirements.		
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S 320.1 The Supplier uses the 'Collaborative Performance Framework' (CPF) (see link in Annex 02) and follows the processes in relation to the use of performance scores to drive improved performance. S 320.2 The Supplier uses the Health and Safety Management, Effectiveness of Engagement with Customers and Stakeholders, Quality Management, service levels and Key Deliverables metrics, recording performance against each of the relevant indicators in the CPF and assists the Purchaser in the development of the CPF by proposing and developing ways in which improvements can be made S 320.3 The Supplier submits a return against each CPF indicator via the Purchaser's performance management system. The first CPF covers months 4 - 6 from the starting date and are thereafter submitted quarterly S 320.4 The Supplier undertakes all necessary activities to monitor the performance Service Levels as per S 320.1.5 including any supporting data or information requirements. S 320.1 Performance review	S 319 Not us	sed
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S 320.4 The <i>Supplier</i> undertakes all necessary activities to monitor the performance Service Levels as per S 320.1.5 including any supporting data or information requirements. S 320.1 Performance review	S 320.3	performance management system.
Levels as per S 320.1.5 including any supporting data or information requirements. S 320.1 Performance review		quarterly
	S 320.4	The state of the s
S 320.1.1 The <i>Supplier</i> undertakes a performance review addressing all aspects of performance	S 320.1 Perf	ormance review
	S 320.1.1	The Supplier undertakes a performance review addressing all aspects of performance

	on a monthly basis.					
S 320.1.2	The minimum expected Performance Level is [6] and is measured in accordance with the CPF.					
S 320.1.3		ne <i>Supplier'</i> s performations in the Supplier is the Supplier in the Supplier in the Supplier in the Supplier is the Supplier in the Supplier in the Supplier in the Supplier is the Supplier in the Supplier				this is treated as a
S 320.1.4	performa	oply Manager leads acomple and trends in palaretes and trends in palaretes.	performance	e indicators	The Supplie	• • • • • • • • • • • • • • • • • • • •
S 320.1.5	The perf	ormance Service Lev	els within th	e Table belo	w applies to P	roviding the Goods
	Service Level	Service Level Performance Criterion	Key Indicator	Target Performance Level	Minor KPI Failure	Major KPI Failure
	1	Delivery days Delivery of Batch Orders within 5 working days from the day of receipt of order	Timescales	95%	Between 95% and 85%	Below 85%
	2	Delivery Times All Deliveries to be received during the working day between the hours of 9:00am and 5:00pm.	Timescales	100%	Between 100% and 90%	Below 90%
	3	Next Day Delivery Service Next day Delivery service if instructed by the Supply Manager for same day pick, despatch and delivery service (i.e. within 1 working day of receipt of Batch Order)	Timescales	95%	Between 95% and 85%	Below 85%
	4	Accuracy of Purchaser's stock Management and receipt of stock into Supplier's stock inventory system, within 1 working day of arrival into Suppliers warehouse premises.	Timescales	95	Between 95% and 85%	Below 80%
	5	Proof of Delivery Provision of Proof of Delivery (POD) at the Purchaser's premises within 1 working day of delivery.	Timescales	95	Between 95% and 85%	Below 80%
	6	Returning goods Arranging collection of returned goods either at the time of the next delivery or within 5 working days of receipt of the request, whichever is the earliest.	Timescales	90%	Between 90% and 80%	Below 80%

	7	Online e-ordering platform availability Availability of e-ordering platform.	Timescales	100%	Between 100% and 90%	Below 90%
	8	Invoicing Accurate and timely invoicing (including credits) submitted to <i>The Purchaser</i> by working day 1 of each month.	Accuracy/ti meliness	100%	Between 100% and 95%	Below 95%
	9	MI Accurate Monthly Management Information (MI) reports submitted to the Supply Manager by working day 1 of each month.	Timescales	100	Between 100% and 95%	Below 95%
S 320.1.6	Target P	oplier monitors the perfermance Level. The Levels by the first wor	ne Supplier	provides the		
S 320.1.7	The Supplier produces a Corrective Action plan if it fails to achieve the Target Performance Level for: • 2 or more Minor KPI failures or, • 1 or more Major KPI failure(s) in a reporting month. The Corrective Action plan is submitted to the Supply Manager by working day 5 of each month.				·	
S 320.1.8	• p • p • li tl • s • fa	rective Action plan provide reasons why a provide reasons why a provide reasons why a provide analysis, ast remedial action(s) the target performance at out how the Supplication (s) to at least meason of the corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each or ovide timescales and corrective Action plan owners assigned to each other actions.	any Major k to mitigate a e level, er undertak eet the targe o later than is produced	(PI failure(s) and improve es Preventa et performan the end of	the performantive Actions to	including any root ce to at least meet mitigate any future
S 320.1.9	• a	oplier provides a final of any target performance significant improvement of the performance Level(s) there has been 2 or respectively.	e levels hav ent has no or	re not been rot been ac	met for 2 conse	eeting the Target

	period.
	The final Corrective Action plan contains the details of a Corrective Action plan, further remedial action(s), how the <i>Supplier</i> prioritises and escalates any action(s) and timescales to achieve a significant improvement in performance. The <i>Supplier</i> submits the final Corrective Action plan to the <i>Supply Manager</i> for acceptance by the tenth working day of the month.
S 320.1.10	Failure to
	provide a Corrective Action plan,
	provide a final Corrective Action plan
	 significantly improve performance by meeting the Target Performance Level(s) within 2 reporting months following a final Corrective Action plan or
	have the final Corrective Action plan accepted by the Supply Manager,
	is considered a substantial failure by the Supplier to comply with its obligations.
S 320.1.11	The Supply Manager reviews and updates the service Performance Levels annually prior to each anniversary of the starting date. The Supply Manager informs the Supplier of the proposed updated service Performance Levels, 3 months prior to the anniversary of the starting date.
S 322 Not us	sed
S 323 Trans	fer of Rights
S 324 Suppl	ier's rights over material prepared for the design of the goods
S 324.1	The Supplier acquires no rights over material prepared for the design of the goods.
S 325 Other	rights to be obtained by the Supplier
S 325.1	The Supplier grants to the Purchaser licences to use, modify and develop the Supplier's Supplier Background IPR for any purpose relating to Providing the Goods and Services (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the Purchaser's business or function.
S 325.2	The Supplier procures a direct grant of a licence to the Purchaser to use, modify and develop any third party's Supplier Background IPR for any purpose relating to Providing the Goods, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the Purchaser's business or function.
S 325.3	The <i>Purchaser</i> does not acquire any ownership right, title or interest in or to the Supplier Background IPR.
S 325.4	The Supplier does not acquire any ownership right, title or interest in, or to, the Purchaser's IPR.

S 325.5

The *Supplier* only uses material provided by the *Purchaser* to Provide the Goods and Services.

S 326 Records and reporting for small, medium and micro enterprises

S 326.1

For small, medium and micro enterprises (SME) employed on the contract, as defined in the table below

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium size	<250	< £50 m		< £43 m
Small	<50	< £10 m		<£10 m
Micro	<10	< £2 m		< £ 2m

the Supplier reports to the Purchaser each quarter from the starting date until the final delivery date

- the name of the SME,
- the class of SME (Small, Medium or Micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the starting date.

S 326.2

The Supplier acknowledges that the Purchaser may

- publish the information supplied under this section, along with the Supplier's name and the name of the contract and
- pass the information supplied under this section to any Government Department who may then publish it along with the names of the SMEs, the Supplier's name or the contract.

S 326.3

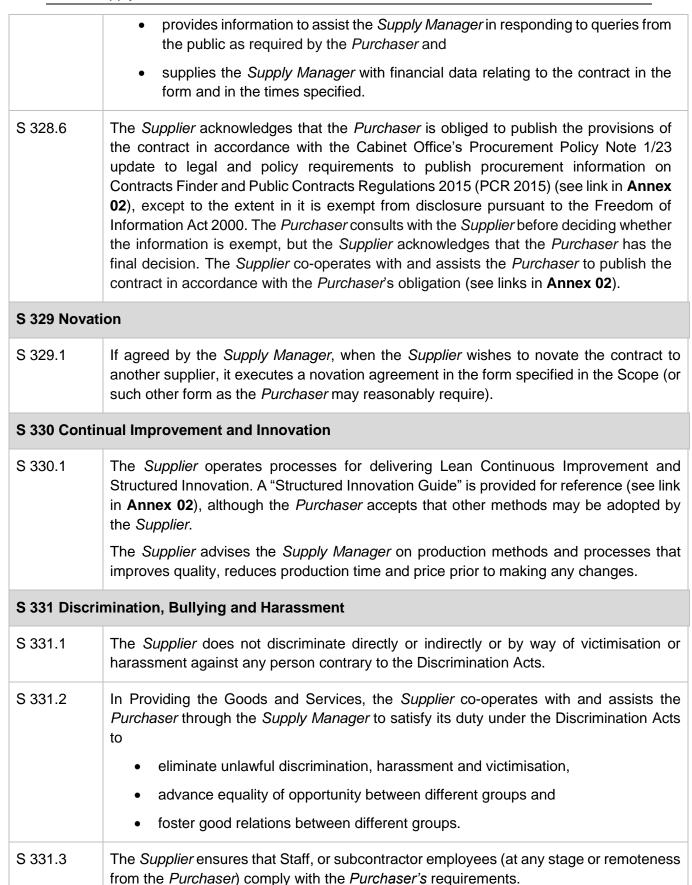
The *Supplier* ensures that the *conditions of contract* for each subcontractor who is an SME include

- a term allowing the *Purchaser* to publish the information supplied under this section and
- obligations similar to those set out in this section.

S 326.4

The *Supplier* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.

S 327 Officia	Il Secrets Act
S 327.1	The Official Secrets Act applies to the contract from the starting date until the end date.
S 327.2	The Supplier notifies its employees and subcontractor (at any stage of remoteness from the Purchaser) of its duties under the Official Secrets Act 1989 (see link in Annex 02 .)
S 327.3	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
S 328 Disclo	sure Requests
S 328.1	The Supplier acknowledges that the Purchaser may receive a Disclosure Request and the Purchaser may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the Purchaser, consults with the Supplier before doing so in accordance with "Cabinet Office Freedom of Information Code of Practice July 2018" (see link in Annex 02). The Supplier responds to any consultation within any deadlines set by the Supply Manager and to the satisfaction of the Supply Manager. The Supplier acknowledges that it is for the Purchaser to determine whether such information is disclosed.
S 328.2	When requested to do so by the <i>Supply Manager</i> , the <i>Supplier</i> promptly provides information in its possession relating to the contract and assists and co-operates to enable the <i>Purchaser</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation which are listed in Annex 02 Reference document (see links in Annex 02).
S 328.3	The Supplier promptly passes any Disclosure Request it receives to the Supply Manager. The Supplier does not respond directly to a Disclosure Request unless instructed by the Supply Manager.
S 328.4	The Supplier acknowledges that the Purchaser is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 "Update to Transparency Principles" dated 6 February 2017 (or any revision or replacement) (see link in Annex 02) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in Annex 02). The Purchaser consults with the Supplier before deciding whether the information is exempt, but the Supplier acknowledges that the Purchaser has the final decision (see links in Annex 02).
S 328.5	 In accordance with PPN 01/17 the Supplier co-operates with and assists the Supply Manager to enable the Purchaser to comply with its obligations to publish information or agrees with the Supply Manager a schedule for the release to the public of information relating to the Purchaser,



Where a Supplier is required to carry out any activity on any Purchaser's premises or alongside the *Purchaser's* employees on any other premises the *Supplier* complies with the requirements of the Discrimination Acts and the Purchaser's "Respect at Work" policy (see link in Annex 02). If the Supply Manager considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the Purchaser) at any location relevant to the delivery of the *goods* is in breach of the *Purchaser's* policies, the *Supply Manager* instructs the Supplier to implement corrective action. S 331.4 The Supplier notifies the Supply Manager as soon as it becomes aware of any investigation or proceedings brought against the Supplier under the Discrimination Acts in connection with the contract and • provides any information requested by the investigating body, court or tribunal in the timescale allotted. • attends (and permits a representative from the Purchaser to attend) any associated meetings, promptly allows access to any relevant documents and information and co-operates fully and promptly with the investigatory body, court or tribunal. S 331.5 The Supplier complies with all applicable human rights and employment laws in the jurisdictions in which it works and has robust means of ensuring that the subcontractors (at any stage of remoteness from the *Purchaser*) also comply. S 331.6 The Supplier complies with the Purchaser's "Anti-slavery (Human Trafficking) policy" (see link in Annex 02) and familiarises itself with the Purchaser's "Anti-slavery and human trafficking statement" (see link in **Annex 02**). The Supplier carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" (see link in Annex 02), which covers all its obligations under all its existing *Purchaser* contracts. The *Supplier* prepares and delivers, to the *Purchaser* no later than 1st August each year, an annual slavery and human trafficking report, · transparency statement and a risk register with mitigating actions which comply with the "Modern Slavery Act 2015" (see link in Annex 02) and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business. S 331.7 The Supplier notifies the Supply Manager as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.

S 331.8	The Supplier does not purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
	The <i>Supplier</i> ensures that any subcontractor (at any stage of remoteness from the <i>Purchaser</i>) contains provisions to the same effect as this section S 331. The <i>Supplier</i> implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
S 331.9	The Supplier ensures that Staff and subcontractors (at any stage of remoteness from the Purchaser) have not been convicted of slavery or human trafficking offences anywhere in the world.
S 331.10	The Supplier reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the Purchaser) to the Supply Manager and the Modern Slavery Helpline (see details in Annex 02).
S 331.11	The Supplier ensures that any subcontract (at any stage of remoteness from the Purchaser) relevant to the delivery of the goods or services, contains provisions to the same effect as this section S 331. The Supplier may propose to the Supply Manager for agreement, that a specific subcontract (at any stage of remoteness from the Purchaser) relevant to the delivery of the goods or services, does not comply with the requirements of this section S 331. The Supplier provides a detailed reason for not including some or all of the requirements of this section S 331. in the specific contract. The Supplier provides further details when requested by the Supply Manager to assist their consideration. If accepted by the Supply Manager, the Supplier is relieved from including some or all of the requirements of this section S 331. in the specific contract.
	A reason for not accepting is that
	 it practicable to include some or all of the requirements of this section S 331. in the specific subcontract.
S 331.12	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.

S 332 Energy Efficiency Directive

S 332.1

The Supplier supports the achievement of

- the *Purchaser's* carbon management ambition in its "sustainable development strategy" carbon management ambition,
- the carbon management and energy efficiency requirements stated in GG 103 "Introduction and general requirements for sustainable development and design" and
- the Purchaser's compliance with the Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes

when Providing the Goods (See links in Annex 02).

S 332.2

In complying with the requirements of Procurement Policy Note 7/14, the Supplier

- ensures that any new products for use partly or wholly in Providing the Goods, purchased by either the Supplier or a subcontractor (at any stage of remoteness to the Purchaser) complies with the standard for products in the directive "2012/27/EU" (see link at Annex 02) and
- provides evidence to the *Supply Manager* to demonstrate how any new products for use partly or wholly in Providing the Goods and Services, purchased by either the *Supplier* or a subcontractor (at any stage of remoteness to the *Purchaser*) complies with the requirements of PPN 7/14.

Air Quality Strategy

S 332.3

The *Purchaser*'s "air quality strategy" sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. In Providing the Goods, the Supplier supports the *Purchaser's* delivery plan (see links in **Annex 02**) aim to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.

S 332.4

The Supplier

- ensures that any new vehicles purchased for use partly or wholly in Providing the Goods and Services comply with the minimum mandatory standards in Government Buying Standards Transport 2017 (see link at Annex 02) and
- when requested by the Supply Manager, works in collaboration with the Supply Manager to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the Supplier helps reduce emissions of harmful pollutants when Providing the Goods and Services.

S 333 Environmental and sustainability requirements-See Quality Management.

S 334 People Strategy

C 554 i Copic Grategy			
S 334.1	Equality, Diversity and Inclusion		
S 334.1.1	The <i>Supplier</i> assists the <i>Purchaser</i> in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the <i>Purchaser's</i> employees, its supply chain (at any stage of remoteness from the <i>Purchaser</i>) and its customers. The <i>Purchaser's</i> intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the <i>Purchaser</i>) and its employees.		
	The <i>Purchaser</i> believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.		
	This requires the <i>Purchaser</i> to work collaboratively with its diverse supply chain (at any stage of remoteness from the <i>Purchaser</i>) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.		
	The Supply Manager therefore requires the Supplier to demonstrate how it develops an iterative approach in supporting the Purchaser and in meeting its equality, diversity and inclusion ambitions in Providing the Goods and Services.		
	The <i>Purchaser</i> also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.		
	The <i>Purchaser</i> expects its supply chain (at any stage of remoteness from the <i>Purchaser</i>) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision (see Annex 5).		
S 335 Offsho	oring of data		
S 335.1	In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Supplier</i> and submitted to the <i>Purchaser</i> via the <i>Supply Manager</i> in accordance with the HMG Security Policy Framework (SPF) (see Scope Annex 02) and the "National Highways Information Security Policy" (see Scope Annex 02).		
S 335.2	The <i>Supplier</i> does not engage in any Offshoring activity including storing data, providing services or solutions that is classified in the OFFICIAL tier or higher in accordance with the "HMG Government Security Classifications" and from 30 th May 2024 Procurement Policy Note 7/23: Government Security Classifications Policy 2023 (see Scope Annex 02).		
	The Supplier does not		
	keep any data offshore,		

	allow in any way for data to be accessed from an offshore location,
	 host the <i>Purchaser's</i> project systems, services or information outside the UK,
	 allow staff based outside the UK to have access to the <i>Purchaser's</i> systems, services or information,
	develop system applications outside the UK or
	 send diagnostic data to an organisation outside the UK as a result of break / fix activity
	until the Supply Manager has confirmed to the Supplier that
	the <i>Purchaser</i> has gained agreement for such action in accordance with the "National Highways Information Security Policy" (see Scope Annex 02) or
	such approval is not required.
S 335.3	The Supplier ensures that no offshore premises are used in Providing the Goods and Services until
	 such premises have passed a Risk Assessment or
	• the <i>Purchaser</i> confirms to the <i>Supplier</i> that no Risk Assessment is required.
S 335.4	The Supplier complies with a request from the Supply Manager to provide any information required to allow the Purchaser to
	 gain agreement for storing data or allowing access to data from an offshore location in accordance with S 335.2 or
	 conduct a Risk Assessment for any premises in accordance with S 335.3.
S 335.5	The Supplier ensures that any subcontract (at any stage of remoteness from the Purchaser) contains provisions to the same effect as this section.
S 335.6	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
S 336 Data F	Protection
S 336.1	For the purposes of the contract and the Data Protection Legislation
	• for the purposes of this section S 336 only, the <i>Purchaser</i> is the Data Controller [unless otherwise specified in schedule [A]] (in Annex 06),
	the Supplier is the Processor [unless otherwise specified in schedule [A]] and
	 this section [and schedule [A] (data protection) (Annex 06)] constitutes a data processing agreement where required by the Data Protection Legislation.
S 336.2	The Supplier processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of supplying the goods and Providing the Goods and Services.

S 336.3	The Supplier does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
S 336.4	The Supplier obtains and maintains, until the end of the supply period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in Annex 02) in respect of Providing the Goods.
S 336.5	The Supplier only processes Data to the extent that it relates to
	the types of Data,
	the categories of Data Subject and
	the nature and purpose
	as set out in schedule [A] (data protection, in Annex 06) and only for the duration specified in schedule [A] (data protection).
S 336.6	Without prejudice to paragraph S 336.2 the <i>Supplier</i> processes the Data only in accordance with the instructions of the <i>Supply Manager</i> unless the <i>Supplier</i> is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the <i>Supplier</i> is subject. If the <i>Supplier</i> is required to process the Data for these other reasons, it informs the Supply Manager before carrying out the processing, unless prohibited by relevant law.
S 336.7	The Supplier immediately informs the Supply Manager if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
S 336.8	The Supplier
	implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and
	 implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.
	The <i>Supplier</i> ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.
S 336.9	The Supplier submits details of its Protective Measures to the Supply Manager for acceptance.
	A reason for not accepting the Protective Measures is that
	they are not appropriate to protect against a Security Incident.
	Acceptance (or a failure to reject) by the <i>Supply Manager</i> does not amount to acceptance by the <i>Supply Manager</i> of the adequacy of the Protective Measures.
S 336.10	The Supplier ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in the Scope ("Confidentiality") and this annex and

	are aware of the Supplier's obligations under the contract and the Data Protection Legislation.
S 336.11	The Supplier ensures that access to the Data is limited to those persons who need access in order for the Supplier to Provide the Goods and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
S 336.12	Not used
S 336.13	On request, the <i>Supplier</i> , takes all necessary actions and provides the <i>Supply Manager</i> and the <i>Purchaser</i> with all assistance necessary for the <i>Purchaser</i> to comply with a Data Subject Access Request.
S 336.14	The Supplier immediately notifies the Supply Manager if it receives
	 a Data Subject Access Request (or purported Data Subject Access Request),
	 a complaint or request relating to the <i>Purchaser's</i> obligations under the Data Protection Legislation or
	 a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
S 336.15	The Supplier assists and co-operates with the Supply Manager in relation to any complaint or Data Subject Request received pursuant to paragraph S 336.14, including
	 providing full details of the complaint or Data Subject Access Request,
	 complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the Supply Manager and
	 promptly providing the Supply Manager with any Personal Data and any other information requested to enable the Purchaser to respond within the time limits to the Data Subject Request.
S 336.16	The Supplier does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the Supply Manager. Where the Supply Manager agrees, the Supplier
	 provides evidence (acceptable to the Supply Manager) of appropriate safeguards as required by the Data Protection Legislation and
	complies with the instructions of the Supply Manager.
S 336.17	The Supplier complies with the requirements of the Supply Manager and the Purchaser in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the Supplier to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the Supplier is subject that requires Data to be retained.
S 336.18	The Supplier notifies the Supply Manager as soon as it becomes aware of a Security Incident or any other breach of this section. The notification includes, as far as possible

	 a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
	the likely consequences of the breach and
	 the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
S 336.19	In the event of a Security Incident, the <i>Supplier</i> provides the <i>Supply Manager</i> and <i>Purchaser</i> with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the <i>Supply Manager</i> .
S 336.20	On request the <i>Supplier</i> provides to the <i>Supply Manager</i> all necessary information to demonstrate the <i>Supplier's</i> compliance with this section.
S 336.21	The <i>Supplier</i> promptly provides all assistance and information requested by any Supervisory Authority or required by the <i>Supply Manager</i> in order for the <i>Purchaser</i> to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
	security of processing,
	 preparation of any necessary Data Protection Impact Assessments and
	 undertaking any necessary data protection consultations of Supervisory Authorities.
S 336.22	The Supplier maintains electronic records of all processing activities carried out on behalf of the Purchaser, including
	 the information described in paragraph S 336.5,
	 the different types of processing of Data being carried out (if applicable),
	 any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and a description of the technical and organisation security measures referred to in paragraph S 336.9.
	The Supplier makes these records available to the Supply Manager promptly on request.
S 336.23	Before allowing any Sub-Processor to process any Personal Data related to the contract, the Supplier
	 notifies the Supply Manager of the intended Sub-Processor and processing,
	obtains the agreement of the Supply Manager,
	 enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and

	 provides the Supply Manager with such information regarding the Sub-Processor as the Supply Manager may require.
S 336.24	Not used
S 336.25	The Parties agree to take account of any guidance issued by the "Information Commissioner's Office".
S 336.26	Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
S 336.27	Not used
S 336.28	A failure to comply with this section S 336 is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
S 337 Inform	nation Systems & Security
S 337.1	This section sets out the requirements in respect of Information Systems that
ABC	 are developed, procured, provided and made available to the <i>Purchaser</i> and the Supply Manager by the Supplier for the purposes of performing the information requirements under the contract,
	 are developed, procured and provided by the Supplier relating to its own corporate business and operations of performing the information requirements under the contract,
	 are provided or made available by the <i>Purchaser</i> for use by the <i>Supplier</i> for the purposes of performing the information requirements under the contract and
	 are likely to be provided or made available by the <i>Purchaser</i> for use by the Supplier for the purposes of performing the information requirements under the contract.
S 337.2	To the extent that the <i>Supplier</i> is required to create or maintain any information under the contract in electronic format, the <i>Supplier</i> ensures that, at all times
	 a format is agreed with the Supply Manager,
	 information is maintained to allow fast and efficient electronic transfer of information to the Supply Manager or Others
	 without additional costs to the <i>Purchaser</i> or Others,
	 the need for complex, expensive procedures or processes and
	o in any event a format that complies with the Scope for transfer,
	 such information is backed up and copies are held in offsite storage in accordance with procedures agreed with the Supply Manager and
	 it implements and complies with (and ensures that its subcontractor (at any stage of remoteness from the <i>Purchaser</i> implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.

S 337.3	The Supplier maintains all its Information Systems to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the Supplier and transfer to the Purchaser or an Incoming Supplier, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
S 337.4	The Supplier complies with the_information management system (IMS) a platform outlining additional information for the processes of data and information requirements, which is available at https://nationalhighways.co.uk/ims
S 337.5	The Supplier's online ordering portal supports role based access control, with password creation, allocation and management to be agreed between the Supplier and Supply Manager (See link to Annex 02 Design Guidance – identity access management).
	Role profiles are determined by the Supply Manager during the Implementation period,
	the solution has an automated admin support for password lookup/reset/prompt,
	the <i>Purchaser</i> requires Single Sign-On (SSO) via Active Directory / AD Azure / AD Federated Services. https://learn.microsoft.com/en-gb/azure/active-directory/manage-apps/what-is-single-sign-on ,
	the starters / movers/leavers process and the ID / Authentication method meets the <i>Purchaser's</i> security requirements (see Annex 02),
	the Supplier controls and secures each user's access to the functions they are entitled to use through the use of authentication and authorisation services based on an appropriate, industry standards-based directory system and
	in providing the access control service the Supplier
	 enables 'single sign-on' access to the system and role based access control via SAML 2.0 authentication requests and responses that Azure Active Directory (Azure AD) supports for Single Sign-On,
	records, logs and report key events,
	 reviews the current and future provision of user profiles and categories and recommend improvement actions,
	 manages and monitor the use and control of privileges,
	 enables the users to request, provision, manage and revoke privileged user and system accounts and the associated credentials,
	 manages user's accounts such that they have only the privileges necessary to perform their function and
	 provide users with the ability to add, delete or change user accounts in accordance with service requests.
	The Supplier includes the deployment of SSO in the Implementation Plan.
	The Supplier arranges through the Supply Manager liaison with the Purchaser's Digital Services leads to test and deploy prior to the Go Live Date.

	https://learn.microsoft.com/en-gb/azure/active-directory/manage-apps/plan-sso-deployment.	
S 337.6	Supplier Information Systems	
S 337.6.1	The Supplier, during the Implementation Period	
	 puts in place, provides or makes available to the <i>Purchaser</i> and <i>Supply Manager</i>, appropriate Information Systems (and relevant hardware required to use Information Systems) of the type set out in section S 337.13 and S 337.14, to comply with the <i>Purchaser</i> information requirements and the contract management information requirements, 	
	 puts in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in table 1, to comply with the Supplier information requirements concerning its own corporate business and operations and 	
	 has proof of compliance with the His Majesty's Government (HMG) Security Policy Framework (SPF) (see link in Annex 02) in respect of those Information Systems. 	
S 337.7	Purchaser's Information Systems & Training	
S 337.7.1	Unless otherwise agreed with the Supply Manager, the Supplier uses and interfaces with the Purchaser's current systems (table 2) and new systems (table 3) when available.	
S 337.7.2	The <i>Purchaser</i> provides relevant training for all relevant systems provided by the <i>Purchaser</i> that are listed in this Scope section (Information Systems and Security).	
S 337.7.3	The Supplier proposes a list of appropriate Staff to be trained for each requirement for acceptance by the Supply Manager. The Supplier liaises with the Supply Manager to programme the training to optimise efficiencies.	
S 337.8	Access Requirements to Information Systems provided by the <i>Purchaser</i>	
S 337.8.1	Gateway access requirements	
	The Business Information Gateway or its successor (the Gateway) is the interface through which	
	 the Supplier is required to access the business IT network and the Purchaser Information Systems and 	
	 the Purchaser may access one or more of the Supplier's Information Systems and documents. 	
S 337.8.2	Unless otherwise agreed with the <i>Supply Manager</i> , the <i>Supplier</i> connects to the Gateway, using a virtual private network specified by the <i>Purchaser</i> .	
S 337.8.3	The Supplier	
	 applies to the <i>Purchaser</i> for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the <i>Purchaser</i>, 	

procures and pays for the installation and ongoing costs of connection of any of premises or Information Systems to the Gateway through telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway, arranges suitable support and business continuity for connection to the Gateway, facilitates the installation and maintenance of the Gateway by the Purchaser or Others, employs appropriate requirements and procedures, and trains Staff to operate the current systems, attends training in connection with the implementation, and where appropriate, the Supplier facilitates the implementation of New Systems and any other systems required by the Purchaser and does not alter any documents provided by the Purchaser through the Gateway (which are the exclusive property of the Purchaser) without the prior agreement of the Purchaser. S 337.8.4 The Supplier acknowledges that the network technology underlying the Gateway is subject to change from time to time, access through and continued membership of the Gateway requires the Supplier to comply with (and the Supplier complies with) applicable user access requirements, HMG SPF (see link in Annex 02) and other confidentiality, technical and security requirements set out in the \circ contract. S 337.8.5 The connection point to the Gateway situated at the Supplier's premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract, unless the requests and the Purchaser approves a new location. S 337.8.6 Other access requirements Purchaser Information Systems not covered by S 337.8.1 may be accessed through the internet via third party hosts and using relevant software applications installed on systems. They are not subject to the same security and related access requirements that apply to the *Purchaser* Information Systems accessed through the Gateway. • The Supplier may request authorisation and other details regarding internet access to the Purchaser Information Systems from the Purchaser. The Supplier provides further information to the Purchaser required for the

computer equipment to be used.

Purchaser's consideration of such a request including staff names, locations,

	 The Supplier ensures that any device which is used to access or process <i>Purchaser</i> data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) "End User Devices Platform Security Guidance" (see link in Annex 02). 	
S 337.9	Access Requirements to Information Systems provided by the Supplier	
S 337.9.1	The Supplier provides the Purchaser remote access to the Supplier's Information Systems and related documents through the Gateway or through another interface agreed by the Purchaser.	
S 337.9.2	Any access required by the <i>Purchaser</i> to systems provided by the <i>Supplier</i> is made available via the Gateway or by other remote access methods agreed by the <i>Purchaser</i> .	
S 337.10	Supplier Security and User Access	
S 337.10.1	The Supplier ensures that all persons who use Purchaser Information Systems for or on behalf of the Supplier comply with the Purchaser's security requirements.	
S 337.10.2	The <i>Supplier</i> is responsible for determining any formal application and security clearance requirements to enable the <i>Purchaser</i> to access any Information Systems provided by the <i>Supplier</i> . The <i>Supplier</i> informs the <i>Purchaser</i> of those requirements, including timescales, no later than four weeks after the <i>starting date</i> .	
S 337.10.3	The Supplier immediately notifies the Purchaser's IT Security Team and the help desk when staff with access to the Purchaser's IT network, are no longer Providing the Goods.	
S 337.9.4	The <i>Purchaser</i> suspends any accounts if they are not used for a continuous period of six months or for staff who are no longer Providing the Goods.	
S 337.9105	The <i>Purchaser</i> deletes any accounts if they are not used for a continuous period of thirteen months or for staff who are no longer Providing the Goods.	
S 337.10.6	The <i>Purchaser</i> immediately suspends any accounts supplied to persons who use <i>Purchaser</i> Information Systems for or on behalf of the <i>Supplier</i> if they are	
	 used by anyone other than the person for whom they were created (the "authorised user") 	
	 they are used from a device which is not issued by the Supplier or 	
	they are used from a physical location not agreed by the <i>Purchaser</i> .	
	The Supplier provides for acceptance by the Purchaser	
	a formal explanation for the account's misuse and proposed actions to ensure that issues do not re-accur.	
	proposed actions to ensure that issues do not re-occur	

	Accounts suspended are not to be re-opened until the <i>Purchaser</i> has accepted the explanation and proposed actions.	
	In all these cases the <i>Purchaser</i> is not liable for any financial penalty or other expense incurred as a result of the <i>Supplier</i> failing to meet its commitments.	
S 337.11	Software and Licences	
S 337.11.1	The Supplier grants, or procures the grant of, licences required to allow the Supply Manager to use the Information Systems developed, procured or otherwise provided by the Supplier to the Purchaser.	
S 337.11.2	The Supplier has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access Purchaser Information Systems.	
S 337.11.3	The Supplier applies to the Purchaser for licences to allow the Supplier to use certain Information Systems provided or made available by the Purchaser.	
S 337.12	Not used	
S 337.13	Systems provided by the <i>Supplier</i> to meet <i>Purchaser</i> and Contract Management Information Requirements	
S 337.13.1	Electronic document and records management	
	The <i>Supplier</i> develops proposals, for acceptance by the <i>Purchaser</i> , for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the <i>Purchaser</i> . Documents and records are defined in the <i>Purchaser's</i> record policy, a copy of which can be obtained from the <i>Purchaser</i> .	
S 337.13.2	A reason for not accepting the proposal includes:	
	 not enabling the effective management and where applicable the disposal of records, 	
	 preventing the Purchaser to comply with its records management policy and other obligations inclusive of the Public Records Act 1958 (see link in Annex 02) (and amendments) or 	
	prevention of efficient transfer of records to the <i>Purchaser</i> .	
S 337.13.3	Once accepted, the <i>Supplier</i> implements and operates an Information system for the management of electronic and physical records.	
S 337.14	Information Systems provided by the Supplier	
S 337.14.1		

	Table 1: Information Systems as provided by the <i>Supplier</i> to fulfil the requirements of the <i>Supplier's</i> own business and effective delivery of the contract	
	System	Comment
	IT and Information Security Systems	The Supplier implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The Supplier aligns these systems to meet the Purchaser's requirement for the services provided.
	Quality Management System	The Supplier implements a quality management Information System which ensures consistency and improvement of working practices. The Supplier aligns its quality management Information System to meet the quality requirement used by the Purchaser.
	Collaboration System	The Supplier fully utilises tools and software that enhance collaboration by all community partners.
	Change Control System	This Information System manages changes to processes and systems.
	Human Resource Management System (HRMS)	The Supplier uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
	Financial Management System (FMS)	The Supplier uses a FMS to produce timely in-year and year-end management and accounting information.
	Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Supplier's</i> objectives.
	Online Electronic Ordering system	See Scope section S 115.5.
		or any revised systems notified by the Purchaser.
S 337.15	Current Systems provided by the <i>Purchaser</i> to meet the contract management information requirements	
S 337.15.1		

	Table 2: Current Systems	
	Current Information System	Description
	National Highways Supply Chain Portal	An internet collaboration site for the <i>Purchaser</i> and its partners.
	Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the <i>Supplier's</i> customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
		CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the; <i>Purchaser</i> and <i>Supplier</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following
	CEMAR – (Contract Event Management Analytics and Reporting)	 contract event management through registers e.g. early warnings, compensation events, <i>Purchaser</i> instructions and more, application for payments / Invoices, technical queries and Defect management and general communications.
		Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.
	HART (Highways Accident Reporting)	The HART system allows for the completion of a single incident report online.
S 337.16	New Systems to be used by	the Supplier when made available.
S 337.16.1		

INFORMATION SECURITY

Table 3 New Systems	
New Information System	Description
Financial System	The <i>Purchaser's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Performance Management Information System	The <i>Purchaser</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Supplier</i> provides performance data directly into the PMIS.

S 337.17 Security Plan S 337.17.1 The Supplier prepares a robust information security plan complying with the Purchaser's information security requirements and submits it to the Purchaser for acceptance. The Supplier includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which ensure compliance with the Data Protection Legislations, protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data, ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data, protect IT systems from viruses and similar threats, provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and provide for the vetting of its employees and Subcontractors' staff in accordance with the Purchaser's staff vetting procedures. S 337.17.2 The Supplier provides training for its employees and Subcontractors in accordance with

S 337.17.3

S 337.17.4

the security plan.

Subcontractors.

The *Purchaser's* security policy is set out in the IMS (see link in **Annex 02**).

The *Supplier* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Goods. The *Supplier* implements measures to prevent the disclosure of such information by its employees or

On Completion, termination or if requested by the <i>Purchaser</i> , the <i>Supplier</i> gives to the <i>Purchaser</i> all Personal Data held by them in a format specified by the <i>Purchaser</i> (or any subcontractor at any stage of remoteness from the <i>Purchaser</i> and Sub-Processor) and destroys and procures any Subcontractor (at any stage of remoteness from the <i>Purchaser</i>) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
Where the Supplier obtains or collects Personal Data on behalf of the Purchaser, the Supplier
 provides to Data Subjects a data protection notice in a form accepted by the Purchaser informing the Data Subject of the identity of the Purchaser, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data is processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and where applicable, obtains all necessary consents for the processing of Personal Data.
A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
Not used
Purchaser to undertake information risk assessment in line with the Purchaser's guidance and set out any constraints on how the Supplier handles personal data; include any further contract specific requirements, such as the need for the security plan to comply with ISO/IEC27002 and ISO/IEC27001.
Data Collection System
Not used.
If the <i>Purchaser's</i> minimum requirements for the <i>Supplier's</i> data collection system are not met, the <i>Supplier</i> is required to affect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the <i>Purchaser's</i> requirements.
Data Handling Requirements
The Supplier complies with the Purchaser's data handling policy (see link in Annex 2) and Section 336, Data Protection, when working on the Purchaser's systems or handling the Purchaser's data. Prior to processing personal data on behalf of the Purchaser, the Supplier submits a security plan to the Purchaser for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.

S 337.19.2	A system on which the <i>Supplier</i> holds any <i>Purchaser</i> 's data, including back-up data, is a secure system that complies with the security policy.	
S 337.20	Breach of Security	
S 337.20.1	"Breach of security" is the occurrence of	
	 any unauthorised access to or use of the Information Systems, the Purchaser Premises, the Sites, the Service Provider System, the Purchaser System (to the extent that it is under the control of the Supplier) or any IT, information or data (including the confidential information and the Purchaser Data) used by the Purchaser or the Supplier in connection with the contract and 	
	 the loss (physical or otherwise), corruption, unauthorised disclosure of any information or data (including the confidential information and the <i>Purchaser</i> Data), including any copies of such information or data, used by the <i>Purchaser</i> or the <i>Supplier</i> in connection with the contract. 	
S 337.20.2	The <i>Supplier</i> develops and maintain a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in Annex 02) and ISO27001. The <i>Supplier</i> makes a full log of Security Incidents available to the <i>Purchaser</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident is reported to the <i>Purchaser</i> as soon as practicable (in any case within twenty four (24) hours of the <i>Supplier</i> becoming aware of the Incident).	
S 337.20.3	The Security Incident management process (see link in Annex 02), as a minimum, requires the <i>Supplier</i> upon becoming aware of a breach of security or an attempted breach of security to	
	 immediately take all reasonable steps (which includes any action or changes reasonably required by the <i>Purchaser</i> which is completed within such timescales as the <i>Purchaser</i> may reasonably require) necessary to 	
	 minimise the extent of actual or potential harm caused by such breach of Security 	
	 remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security 	
	apply a tested mitigation against any such breach of Security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier ability to deliver the Services so as to meet any Performance Indicator, the Supplier is granted relief against the failure to meet such affected Performance Indicator for such period as the Purchaser, acting reasonably, may specify by written notice to the Service Provider; and	
	 prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure 	

	as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security, provide to the <i>Purchaser</i> full details of the breach of security or attempted breach of security, including a root cause analysis where required by the <i>Purchaser</i> .	
S 337.20.4	In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and the contract, then such action and any required change to the Information System or risk management is completed by the <i>Supplier</i> .	
S 337.20.5	"Breach of security" is the occurrence of	
	• any unauthorised access to or use of the Information Systems, the <i>Purchaser</i> Premises, the Sites, the Service Provider System, the <i>Purchaser</i> System (to the extent that it is under the control of the <i>Supplier</i>) and any IT, information or data (including the confidential information and the <i>Purchaser</i> Data) used by the <i>Purchaser</i> or the <i>Supplier</i> in connection with the contract and	
	• the loss (physical or otherwise), corruption, unauthorised disclosure of any information or data (including the confidential information and the <i>Purchaser</i> Data), including any copies of such information or data, used by the <i>Purchaser</i> or the <i>Supplier</i> in connection with the contract.	
S338.1	The <i>Purchaser</i> and the <i>Supplier</i> comply with the provisions of Cyber Essentials Scheme and holds a valid certificate confirming compliance for the entire duration of the contract	
S 400 Delivery		
S 405 Delivery		
S 410 Training		
S 410.1	See S 306.4.	
S 415 Correcting defects		
S 415.1	Upon identifying a Defect the Supplier notifies the Supply Manager	
	with remedial actions to maintain or restore Providing the Goods and Services and	
	to identify and advise of any Batch Order delays.	
S 415.2	The Supplier guarantees the goods for the warranty period against faulty materials and workmanship.	

S 415.3 If the Purchaser, within such warranty period or within twenty five (25) working days thereafter, gives notice in writing to the Supplier regarding any Defect in any of the goods as may have arisen during such warranty period under proper and normal use, the Supplier (without prejudice to any other rights and remedies of the Purchaser howsoever arising) promptly remedies such Defect(s) (whether by repair or replacement as the Supply Manager elects). S 415.4 The Supplier ensures all goods, are fit for purpose, fulfil the product specification design requirements as set out in Scope Annex 11 and be of sound merchantable quality. All goods are covered by a manufacturer's warranty and any Defects be rectified or replaced in line with the terms of the manufacturer's warranty policy, including: any Defects in materials used to manufacture the *goods*, defects in workmanship subject to normal and reasonable wear and use, Defects to component parts subject to normal and reasonable wear and use. S 415.5 Where Defects occur within the warranty period and under normal and reasonable wear and use, the Supplier arrange for the repair of the good(s), at no extra cost to the Purchaser arrange for the repair of any component part(s) by using new or replacement parts exchange the *good(s)* for a new and equivalent item(s) Where none of the above can be implemented, arrange for a full refund to be made to the Purchaser.

S 500 Programme

S 505 Programme requirements - Not Used

S 510 Work of the *Purchaser* and Others – Not Used

S 515 Information required – Not Used

S 520 Revised programme - Not Used

S 600 Quality management

S 605.1

S 605 Quality management system

 a quality management system complying with ISO 9001- "Quality Management" and ISO 9004 - "Quality Management",

The Supplier complies with and operates management systems as follows

- a quality plan that follows the guidelines contained in ISO 10005 "Guidelines for quality plans",
- a formal health and safety management system which complies with ISO 45001

	- "Occupational Health and Safety" or another equivalent and relevant standard accepted by the Purchaser,
	 operates a health and safety management system" that aligns to HSG65- "Managing for Health and Safety" and
	 an environmental management system complying with ISO 14001 - "Environmental Management Systems".
	(See links to all above standards in Annex 02)
S 605.2	Where a management system is certifiable against the standards above, the <i>Supplier</i> obtains certification from a relevant UKAS accredited body within 12 weeks of the Contract Date and submits to the <i>Purchaser</i> a copy of each certificate and audit report within one week after it is obtained. The <i>Supplier</i> maintains this certification for the full duration of the contract.
S 610 Quality policy statement and quality plan	
S 610.1	The quality plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Supplier</i> achieves and meets the <i>Purchaser's</i> objectives for the contract.
S 610.2	The <i>Supplier</i> keeps a controlled copy of the quality plan available for inspection at all times by the <i>Purchaser</i> and its representatives.
S 610.3	The Supplier's quality plans are compliant with ISO10005 – "Guidelines for Quality Plans".
S 615 Samples	
S 615.1	As per S 210
S 620 Spares – Not used	
S 621 Audits and Nonconformoties	
S 621.1	The Supplier carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 621.2	The Supply Manager may carry out audits of the Supplier's quality management system from time to time.
S 621.3	The Supplier allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the Supplier), carries out any work that relates to the contract for the Purchaser to carry out audits, to inspect work and materials and generally to investigate whether the Supplier is Providing the Goods in accordance with the contract.

S 621.4	The Supplier provides all facilities and assistance necessary to allow such audits and inspections to be carried out.						
S 621.5	Not used.						
S 621.6	Following identification of a Nonconformity the <i>Supplier</i> submits within three working days, a Nonconformity report covering						
	the unique reference for the Nonconformity,						
	 a brief description stating which requirement is not being fulfilled and in what way, 						
	the effect both current and potential and						
	 the likely cause i.e. what aspect of the quality plan or compliance with the quality plan is not functioning properly. 						
S 621.7	Following submission of a Nonconformity report the <i>Supplier</i> submits within 2 weeks to the <i>Supply Manager</i> for acceptance, a Corrective Action plan covering						
	the unique reference of the Nonconformity,						
	 description – this could be as per the Nonconformity report or expanded, 						
	details of the Corrective Action proposed,						
	 categorisation of the Nonconformity into high, medium or low risk, 						
	 for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur, 						
	 what aspect of the quality plan needs to be addressed i.e. which of the Supplier's processes is not performing as required, 						
	 what the Corrective Action addresses, for example - is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.), 						
	 for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the <i>Supplier</i> to take overall accountability for the plan. A brief action plan is required for low risk, 						
	method of reporting progress to the <i>Purchaser</i> ,						
	 the method to be used to confirm successful correction of the Nonconformity. Any envisaged circumstance that allows the <i>Purchaser</i> to confirm the correction and 						
	 adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity. 						
S 621.8	The Supplier keeps an up to date register of Nonconformities, covering • the unique reference,						

	date of Identification,
	 identification method for example through performance management, by testing or by audit etc.,
	date of Corrective Action plan,
	• date Nonconformity corrected (i.e. confirmed as such by the <i>Purchaser</i>),
	traffic light type notation,
	 Red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action not complete by planned date,
	 Amber – Corrective Action plan prepared and action in progress and within planned parameters,
	 Green – Corrective Action complete and accepted by the Purchaser.
	The Supplier enters the Nonconformity onto the register within three working days from its identification.
S 621.9	The Supplier does not begin any Corrective Action(s) to address the nonconformity until the Purchaser has accepted its proposals.
S 621.10	Within one week of the <i>Supplier</i> submitting the proposed Corrective Action plan for acceptance, the <i>Supply Manager</i> either accepts the proposal or notifies the <i>Supplier</i> of its reason for not accepting it. A reason for not accepting the proposed action plan is that
	 it does not adequately specify actions required to ensure that nonconformities do not recur,
	it does not comply with the contract,
	the time for completing the Corrective Action is unreasonable or
	• it hinders the <i>Purchaser</i> .
S 621.11	If the Supply Manager does not accept the proposed action plan, the Supplier submits a revised proposal to the Supply Manager for acceptance within one week.
S 621.12	The Supplier corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the Purchaser and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
S 621.13	The Supplier notifies the Supply Manager when the proposed actions have been taken and provides with his notification verification that the defective part of the goods has been corrected.
S 621.14	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.

S 700 Tests and inspections

S 705 Tests and inspections

S 705.1	The <i>Supplier</i> ensures that all the <i>goods</i> it provides are supported by relevant information to evidence the specification applicable to each item i.e., relevant British Standard (abbreviated BS denotes Britain's National Standards which are controlled by the British Standards Institute (BSI)) or European Standards (abbreviated EN, EN denotes a standard which is adopted by the European community and is controlled by the European Committee for Standardisation (CEN)).
S 705.2	The <i>Purchaser</i> undertakes routine and periodic inspection of issued items of uniform and PPE where applicable to do so, either due to statutory recommendations or manufacturer guidelines. When instructed by the <i>Supply Manager</i> , the <i>Supplier</i> provides guidance and assistance on the development of inspection guidelines. This will be a compensation event.
S 705.3	The Supplier is responsible for the management of tests, inspections and provision of samples as applicable for every item supplied under the contract (see Scope section S 120).
S 705.4	Visits to the Supplier's premises including those of its supply chain, may be requested by the Supply Manager at any time. The Supplier complies with such requests within the period for reply.

S 710 Samples

S 710.1	During the Implementation Period, the <i>Supplier</i> provides samples and they are considered in accordance with the process detailed in section S 210
S 710.2	The <i>Purchaser's</i> requirements for samples for new or replacement <i>goods</i> during the lifespan of the contract, are considered in accordance with the process detailed in section S 210.

S 715 Management of tests and inspections and provision of samples – Not used

S 800 Management of the work

S 805 The team - Others

S 805.1	The Supplier ensures Staff
	 are appropriately experienced, qualified, and trained to supply the goods and services in accordance with the contract and

 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the goods and services.

S 810 Communication system

S 810.1

The following system and tools are used to liaise and collaborate between the *Purchaser* and *Supplier*

- internet based collaboration tool,
- electronic mail system,
- standard forms and templates,
- CPF supplier performance web-based reporting tool and
- telephone.

S 815 Management procedures

S 815.1

The Supplier includes a section on customer service in its management plans to the Purchaser.

S 815.2

Monthly Supplier performance meetings – As part of the *Purchaser's* performance measurement processes, meetings follow the format set out below:

- Supplier performance meetings take place monthly between the Supply Manager and the Supplier to discuss Supplier performance in line with National Highways Collaborative Performance Framework (CPF) and associated performance metrics.
- Meetings also include, and are not limited to, communicating relevant information or changes affecting the contract and the *goods* and *services* outlined in the Scope and associated annexes,
- Quarterly CPF assessments are also discussed as part of the regular monthly meetings,
- The Supply Manager is the chairperson and provides an agenda to the Supplier two (2) working days before the mutually agreed meeting date.
- The Supply Manager is responsible for taking and preparing the minutes of the meeting and subsequently issuing to all those invited, within five (5) working days following the meeting,
- The first meeting takes place within 10 working days of the starting date, and thereafter at monthly intervals on a mutually convenient date, at the Purchaser's office premises at The Cube in Birmingham, within normal working hours (Monday to Friday - 9.00 to 17.00 hours). Where face to face meetings cannot be arranged, meetings proceed via Microsoft Teams or equivalent.

S 815.3	User working groups - The <i>Supplier</i> agrees to attend any meetings arranged by the <i>Purchaser</i> , where their expertise and input is required to support user working groups or projects directly related to the <i>goods</i> and connected services set out in this Scope.
	Sufficient notice to attend such meetings is provided by the <i>Purchaser</i> and the most appropriate personnel released by the <i>Supplier</i> to attend and contribute to the meeting.

S 820 Supplier's application for payment

S 820.1 Payment of Goods					
	The <i>Supplier</i> receives payment from the <i>Purchaser</i> for the <i>goods</i> supplied once those <i>goods</i> have been taken into warehouse and receipted into the <i>Supplier's</i> stock inventory system.				
S 820.2	Payment of delivery charges				
	The <i>Supplier</i> receives payment from the <i>Purchaser</i> for charges relating to the delivery of <i>goods</i> once those <i>goods</i> have reached the specified location(s) (see Scope Annex 12) and proof of delivery can be produced as supporting evidence by the <i>Supplier</i> .				

S 900 Working with the *Purchaser* and Others

S 905 Cooperation - Not used

S 910 Coordination

S 910.1	The Supplier programmes the delivery in a manner that minimises the impact on the Purchaser.
S 910.2	The Supplier does not enter into commitments, when dealing with third parties, that might impose any obligations on the <i>Purchaser</i> except with the consent of the <i>Purchaser</i> .
S 910.3	The Supplier supports the Purchaser's commitment to the reduction of carbon emissions by aiming to reduce deliveries between the Purchaser's locations (see Scope section S 332).

S 1000 Services and other things to be provided

S 1005 Services and other things provided by the *Supplier* for the use of the *Purchaser*, *Supply Manager* or Others

S 1005.1	The Supplier forecasts and monitors the replenishment of the goods that are held as stock at the Supplier's location, ensuring stock levels remain at a consistent level to fulfil orders placed by the Purchaser's employees, via the online ordering platform.
S 1005.2	Batch Orders

The *Supplier* places orders based on forecast demand and as agreed with the *Supply Manager* by way of the Batch Order process.

- The Supplier initially submits a Batch Request to the Supply Manager,
- The Supply Manager reviews the Batch Request,
- The Supply Manager reserves the right to make any changes and adjustments to the Batch Request. The Supply Manager informs the Supplier should any changes and adjustments be made,
- Once satisfied, the Supply Manager issues the approved Batch Order to the Supplier to place the recommended orders with their supply chain as applicable then
- The Supplier processes the approved Batch Order within 2 working days of receipt.

S 1005.3

The *Supplier* only replenishes stock following authorisation and issue of a Batch Order from the *Supply Manager* (see S 1005.2).

S 1010 Services and other things to be provided by the *Purchaser*

S 1010.1

The Supply Manager provides the following to the Supplier

- a list of all new on road traffic officers recruited via the *Purchaser's* Human Resource Team, upon completion of any recruitment exercise. The list is utilised by the *Supplier* to make the necessary arrangements required to carry out the measuring service and delivery of uniform to the Fire Service College as detailed in section S 115.3 and Annex 13 - Traffic Officer Uniform and PPE Ordering Process and
- for information purposes only, a copy of any communication issued by the *Purchaser* to its staff, advising of any issues relating directly to the supply of uniform and PPE. This includes,
 - o changes to the Supplier's
 - ordering system or
 - processes or
 - any changes/additions to the catalogue of items, as agreed between the Supplier Manager and the Supplier.

S 1100 Health, safety and wellbeing

S 1100.1 General requirements

S 1100.1.2

The *Supplier* complies with the *Purchaser's* health, safety and wellbeing requirements as detailed in this section and in **Annex 02** of the Scope.

S 1100.1.3	The <i>Supplier</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Supplier</i> Provides the Goods in a way that aligns to the <i>Purchaser's</i> health, safety and wellbeing policies and initiatives.
S 1100.2 Mai	nagement of Health and Safety
S 1100.2.1	The Supplier

operates a health safety and wellbeing management system in line with the requirements set out in Scope section S 600 (Quality Management), documents the systems and fully and effectively implements the health, safety and wellbeing management system prior to the Go Live Date provides evidence to the Supply Manager to demonstrate that the health, safety and wellbeing management system is documented satisfactorily and is effectively implemented to meet the Go Live Date. The Supply Manager may prevent the Supplier from starting any work until such evidence is provided and complies with the Control of Substances Hazardous to Health Regulations 2002 (COSHH) where the handling and transit of items inbound and taken into stock and outbound when Delivery Places and manages road risk as per S1100.19 – S 1100.20. S 1100.2.2 The requirements for certification, in general, of the Supplier's management systems are set out in Scope section S 600 (Quality Management). S 1100.2.3 The certification requirements for the Supplier's corporate health and safety system for the contract are that the Supplier. obtains certification from a body accredited by UKAS (or another body accepted by the Purchaser) of its corporate health and safety management system within 6 months of the Contract Date, is not permitted to start any work until certification is gained, unless the Purchaser has accepted that compliance meets the required standard and is acceptable for a prescribed period and submits to the Purchaser a copy of all certificates within one week after it is obtained. If the Supplier already holds such certification at the Contract Date, the Supplier submits to the Purchaser a copy of all certificates within one week of the Contract Date. The scope of the certification for the Supplier's Health and Safety management system must reflect the work being undertaken. S 1100.2.4 The Supplier operates and develops its health and safety management system to meet d е

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the Purchaser's	requi	iremen	ts. The	Supplier pr	ovides consist	ency of	approach	and
interoperability	with	other	stakehol	ders where	appropriate,	ensuring	activities	are
consistent betwe	een all	stake	holders.					

S 1100.2.5	The Supplier's health and safety management system forms part of the Supplier's Quality Plan.						
S 1100.3	Not Used						
S 1100.4	Not Used						
S 1100.5	Health, safety and wellbeing culture and communication						
S 1100.5.1	 The Supplier ensures that it creates a culture and communications that align to the Purchaser's "Home Safe and Well" approach. The Supplier provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice, establishes, operates and delivers health and safety employee consultation arrangements to its Staff in accordance with applicable prevailing health and safety legislation, operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix and participates in Purchaser / supply chain events, programmes and initiatives as 						
S 1100.6	appropriate and if requested by the Supply Manager. Health and safety exchange of information						
S 1100.6.1	The <i>Purchaser</i> provides relevant information requested by the <i>Supplier</i> , if information held by the <i>Purchaser</i> is necessary to enable the <i>Supplier</i> to Provide the Goods in a safe and legally compliant manner, including COSHH risk assessments relating to any items transferred from the <i>Purchaser's</i> incumbent Supplier.						
S 1100.6.2	The Supplier provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the Purchaser.						
S 1100.6.3	The Supplier immediately brings to the attention of the Purchaser any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.						
S 1100.7	Health and safety resources						
S 1100.7.1	The <i>Supplier</i> retains sufficient competent health and safety resources as part of its management structure and ensures that its relevant resources meet the requirements in S 1100.7.2.						
S 1100.7.2	The minimum requirements for the <i>Supplier's</i> health and safety resources are that their leads						

	have chartered membership of The Institution of Occupational Safety and Health (IOSH),		
	 are qualified to "National Examination Board in Occupational Safety and Health" (NEBOSH) diploma standard (or higher), 		
	 have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the goods and 		
	 have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Goods 		
S 1100.8	Not Used		
S 1100.9	Not used		
S 1100.10	Not Used		
S 1100.11	Not Used		
S 1100.12	Not Used		
S 1100.13	Not Used		
S 1100.14	Not Used		
S 1100.15	Not Used		
S 1100.16	Alcohol and Substance Abuse		
S 11000.16. 1	The <i>Supplier</i> ensures that its Staff, whilst engaged in Providing the Goods, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Supplier's</i> Staff possess a Prohibited Substance for bona fide medical reasons for which the <i>Purchaser</i> has given acceptance for such <i>Supplier</i> Staff to be engaged in Providing the Goods.		
S 1100.17	Not Used		
S 1100.18	Not used		
S 1100.19	Management of Road Risk		
S 1100.19.1	The Supplier ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by the HSE or other relevant industry guidance (see link in Annex 02) and in line with S 1100.20 (DfBB) below.		
S 1100.19.2	The Supplier's road safety management system has provision for assessing • traffic incidents		

 vehicle maintenance and road-worthiness driver qualifications, competence and fitness to drive and safe and legal loading. The Supplier ensures that its system also makes provision for the assessment of driver safety training and incident investigation. S 1100.20 **Driving for Better Business (DfBB)** S The Supplier, as part of its organisation's health and safety at work programme 1100.20.1 complies with an Accredited Scheme(s) or Standard for Managing "Work-Related Road Risk" (WRRR) (i.e. the current WRRR standards and accreditations ISO 39001, CLOCS, FORS, Van Excellence, Earned Recognition) (See Scope **Annex 01)**, provides evidence of this to the Purchaser, manages WRRR to the appropriate standard for the goods that are being provided, and in line with S 429.19.1 above, and supports the "Driving for Better Business" (DfBB) programme and the achieving of the standards and accreditations aimed for, to provide greater focus on measuring, monitoring and reporting of WRRR to reduce incidents and the need for safety alerts. S Within six months of the starting date the Supplier 1100.20.2 • registers with the "Driving for Better Business" (DfBB) programme, undertakes the DfBB risk assessment and gap analysis of their 'driving at work' activities which covers all drivers and vehicles that may be used on business, implements a 'driving for work' policy that o complies with HSE guidance, o applies to all areas of the business, applies to all types of driving undertaken, o is communicated effectively to all Staff who drive for may business purposes and o includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety, implements an effective system for measuring and monitoring driver and vehicle compliance (regardless of the ownership of the vehicle). This includes as a minimum o records of crashes and investigation results, driver training or education supplied,

	 driver licence checking and relevant insurance checking,
	 employee policy acceptance and
	 implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Goods.
	 completes (and ensures that all its subcontractors complete the "Driving for Better Business (DfBB) Leadership Statement" (commitment) (see link in Annex 02). This is a self-declaration that they manage WRRS to the minimum acceptable level. The Supplier takes any required measures to ensure that declarations are correct
	 demonstrates to the <i>Purchaser</i> the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and
	 includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the <i>Purchaser</i>).
S 1100.20.3	The Supplier shares knowledge and best practice with the DfBB community where appropriate or as advised by the Purchaser and attends any related events/ initiatives as instructed by the Purchaser.
S 1100.21	Not Used
S 1100.22	Not used
S 1100.23	Home Safe and Well Approach
S 1100.23.1	The Supplier submits to the Purchaser for acceptance, a strategy of how it operates around the Purchaser's "Home Safe and well" approach.
S 1100.23.2	The Supplier commits and contributes to the Purchaser's "Home Safe and Well" approach by defining its own commitment to getting everyone home safe and well and considers where a positive difference can be added.
S	The Supplier
1100.23.3	 considers how its role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility,
	 recognises the behaviours that enable the culture change required to achieve the Purchaser's vision and deliver the objectives of the organisation,
	 engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring "Home Safe and Well" to life and;
	• is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Supplier</i> and those the <i>Supplier</i> works with in Providing the Goods.

S 1110 Method statements - Not Used

S 1115 Legal requirements - Not used

S 1120 Inspections - not used

S 1125 Not Used

S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting

S 1205 Res	trictions or requirements for subcontracting
S 1205.1	The Supplier includes a provision in all subcontracts stating that retention is not deducted from any amount due to a subcontractor and procures that its subcontractors and subcontractors (at any stage of remoteness from the Purchaser) do the same
S 1205.2	The Supplier ensures that all subcontracts with subcontractors (at any stage of remoteness from the Purchaser) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the Purchaser) have terms and conditions that align with the contract.
S 1205.3	The Supplier may propose to the Supply Manager that a subcontract used to appoint a subcontractor (at any stage of remoteness from the Purchaser) is not a NEC form of contract. The Supplier does not appoint a subcontractor (at any stage of remoteness from the Purchaser) using a contract form other than NEC unless the Supply Manager has accepted the Supplier's proposal. A reason for not accepting the Supplier's proposal is that it is practicable for the subcontract to be an NEC form
S 1205.3	The Supplier ensures that any subcontract and subsubcontract of a subcontractor (at any stage of remoteness from the Purchaser) is capable of being novated to a replacement supplier.
S 1205.4	The Supplier may propose to the Supply Manager that a subcontract of a subcontractor (at any stage of remoteness from the Purchaser) is not capable of being novated to a replacement contractor. The Supplier does not award such a subcontract that is not capable of being novated to a replacement contractor unless the Supply Manager has accepted the Supplier's proposal. A reason for not accepting the Supplier's proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 1205.5	When requested by the <i>Supply Manager</i> the <i>Supplier</i> executes or procures the relevant subcontractors (at any stage of remoteness from the <i>Purchaser</i>) an agreement in the form the <i>Purchaser</i> may reasonably require, to novate the benefit and burden of a subcontract

to a replacement supplier.

S 1210 Prompt Payment

S 1210.1

The Supplier includes in the contract with each subcontractor

- a period for payment of the amount due to the subcontractor not greater than 19
 days after the date on which payment becomes due under the contract. The
 amount due includes payment for work which the subcontractor has completed
 from the previous assessment date up to the current assessment date in the
 contract,
- a provision requiring the subcontractor to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
- a provision requiring the subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the Supplier and
- provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Purchaser*) valid invoices are to be paid within 30 days after the date on which payment becomes due under the contract.

S1210.2

The Supplier notifies non-compliance with the timescales for payment

- to the Purchaser,
- to the Supply Manager and
- through the Government's Public Procurement Review Service (formerly known as the Mystery Shopper Service).

The *Supplier* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Purchaser*) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Purchaser*) include the same provision.

S 1300 Title

S 1305 Marking

S 1305.1

The Supplier provides secure storage facilities to store the Purchaser's stock of business-critical uniform & PPE. The Supplier ensures:

- a clear and tamper-proof marking system is always in place,
- the goods are stored in a dedicated area,
- the *goods* within the area are clearly marked as to identify the *goods* as the *Purchaser's* stock,
- the marking includes the labelling of racking, storage baskets, boxes, and any other storage solution in which the *goods* are placed,

• the *goods* are marked upon processing into storage.

Within the dedicated areas, the *goods* are further segregated into the following groups for order, stock take and stock accounting purposes:

- Traffic Officer
- Asset Delivery
- General PPE

All *goods* within the areas are labelled and identifiable as the *Purchaser's* stock on an individual basis, and include the following information as a minimum

- The name of the Purchaser
- The name of the Supplier
- A short description of the product
- Size of product
- Quantity per package
- Colour of product
- Style/product code
- Bar code/stock reference number

S 1400 Ultimate holding company guarantee (Option X4)

S 1405 Not used

S 1500 Information modelling (Option X10)

S 1505 Not used

S 1600 Performance bond (Option X13)

S 1605 Not Used

S 1700 Advanced payment to the Supplier (Option X14)

S 1705 Not used

S 1800 Low performance damages (Option X17)

S 1805 Not used

S 1900 Supplier warranties

(Option X25)

S 1905 Form of warranty - not used

S 2000 Purchaser's goods and services specifications and drawings

S 2005 Purchaser's goods and services specification

S 2005.1 Details contained in **Annex 11** - Product designs and specifications

S 2010 Drawings

S 2010.1 Details contained in **Annex 11** - Product designs and specifications

SR 100 The Supply requirements where Incoterms 2010 are used – NOT USED

Not used

SR 200 The Supply requirements where Incoterms 2010 are used – NOT USED



National Highways Limited

Scope Defined Terms Annex 01

Ref.	Defined Term	Definition	Comments
1	Accredited Scheme(s) or Standard(s) for Managing "Work- Related Road Risk" (WRRR)	means any of the WRRR Standards and Accreditations currently available as set out on the list below (Jan 21) or any revision to this list. Each standard or accreditation is described separately below:	
		ISO39001 - https://www.bsigroup.com/en- GB/iso-39001-road-traffic- safety/Introduction-to-BS-ISO- 39001-/	
		BS ISO 39001 sets out the requirements for road traffic safety management best practice, overcoming complacency and improving consistency within and across organizations. It provides guidance to help organisations design their own road traffic safety framework – allowing them to bring all relevant controls and processes into one management system. BS ISO 39001 can also be adapted to organisations of all sizes to help them identify threats to road traffic safety and minimize operational risks. The standard is designed to help implement a best practice framework in the organisations – helping them to meet legal, industry and stakeholder requirements and at the same time reducing its impact	
		on communities and the environment. FORS - https://www.fors-online.org.uk/cms/	
		The Fleet Operator Recognition Scheme (FORS) is a voluntary accreditation scheme for fleet operators which aims to raise the	

level of quality within fleet operations, and to demonstrate which operators are achieving exemplary levels of best practice in safety, efficiency, and environmental

CLOCS

https://www.clocs.org.uk/page/clocs-standard

The CLOCS Standard is the direct result of collaboration between the construction and fleet sectors to address shared issues. It draws together evolving and applied best practice from a number of standards, policies and codes of practice to provide one industry standard that can be implemented by regulators, clients, principal contractors and fleet operators.

Van Excellence
http://www.vanexcellence.co.uk/ab
out/what-is-van-excellence.html

Van Excellence is a scheme designed by some of the best van operators in the UK- facilitated and managed by FTA to recognise excellence and improve operational standards. At its heart is the Van Excellence Code which is a Code of Practice outlining 'what good looks like' in van operations.

With "The Code" established, the scheme has been developed to allow operators to ensure their standards of operation meet the requirements as laid out in the Code, thus enabling them to be recognised as van operators that adhere to а best practice framework. The Client has now developed the support available not only to those seeking or who have gained certification, but to all van they operators to ensure

2	Confidential Information	operating to nationally recognised best practice standards. Earned Recognition - https://www.gov.uk/government/coll ections/dvsa-earned-recognition-guidance-and-forms Driver and Vehicle Standards Agency (DVSA) earned recognition for vehicle operators is a new way to prove an organisation meets driver and vehicle standards. Organisations regularly share performance information with DVSA. In return, their vehicles are less likely to be stopped for inspections. It's a voluntary scheme that's designed to work for operators of all sizes. is any data or information which has been classified by National Highways as being confidential. However, National Highways uses	The Information Security Data Handling Requirements
		the HMG Government Security Classification Scheme (GSC).	document provides further information. In addition, the Cabinet Office has produced a guidance document that sets out what it means and how to securely handle HMG GSC data/information
3	Continual Improvement	is an ongoing effort to improve products, services or processes, both incrementally or all at once.	
4	Corrective Action	has the meaning given in ISO 9000.	
5	Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the	

		Cyber Essentials Scheme can be found here: https://www.gov.uk/government/pu blications/cyberessentials- scheme-overview;	
6	Data	Is all Data including Personal Data collected, generated or otherwise processed by the <i>Supplier</i> in the course of Providing the Goods and Services.	Relates to Data Protection
7	Data Controller	is a legal person that determines the purposes and means of the processing of Personal Data.	
8	Data Protection Impact Assessment	is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data on the rights of a Data Subject(s).	Relates to Data Protection
9	Not Used	•	Relates to Data Protection
10	Data Subject	is an individual who is the subject of Personal Data.	Relates to Data Protection
11	Data Subject Access Request	is a request made by, or on behalf of, a Data Subject, for access to the personal data an organisation holds about them including provision of copies of that data.	Relates to Data Protection
		The Data Subject has the following rights:	
		access to, and information relating to, Data,	
		rectification of inaccurate Data,	
		permanent erasure of Data,	
		restriction of processing of Data pursuant to the Data Protection Legislation, and	

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		transfer of Data to a third party (data portability)	
		automated individual decision making including profiling. concerning their rights of access to, and	
		information relating to, Data,	
		rectification of inaccurate Data,	
		permanent erasure of Data,	
		objection to or restriction of processing of Data pursuant to the Data Protection Legislation, and	
		transfer of Data to a third party.	
12	Disclosure Request	is a request for information relating to the contract pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or later revision.	
13	Discrimination Acts	are the Equality Act 2010 and any provisions of any earlier statutes that are expressly preserved in force by that Act.	Relates to People Strategy
14	EEA	is the European Economic Area.	Relates to Data Protection
15	Go Live Date	is 1st April 2024 from 00:01 hours.	
16	Health and Safety Regulations	 the Health and Safety at Work etc Act 1974, the Personal Protective Equipment at Work Regulations 1995 as Amended 2002, Personal Protective Equipment (enforcement) regulations 2018 and any other relevant health and safety or wellbeing regulations applicable in 	

		England,	
17	Implementation Period	is the period of time from the Contract Date up to but not including the Go Live Date.	
18	Information Systems	can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation.	
19	Information Technology Infrastructure Library	is a governance model for IT service management and best practices that defines an end-to-end life cycle and integrated set of practices and guidance in the areas of service strategy, service design, service transition, service operation, and continual service improvement.	
20	Intellectual Property Rights (IPR)	are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.	
21	Joint Data Controllers	means where two or more Data Controllers jointly determine the purposes and means of processing.	Relates to Data Protection
22	Lean	is a set of management practices to deliver a product(s) to a high quality, whilst improving efficiency and effectiveness by eliminating waste.	Relates to Lean
23	Lean Continuous Improvement (Lean CI)	are activities utilising Lean techniques and methodologies to continually refine a process and/or product.	

24	List X	List X contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site. Classified information levels can be reviewed in the Gov link below (https://www.gov.uk/government/pu blications/security-requirements-for-list-x-contractors).	
25	Inventory Management	Refers to the principle of storing stock efficiently, optimising stock levels, minimising warehouse costs, achieving balanced stock levels to meet forecast demand, whilst avoiding stockouts.	
26	Major Incident	is an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service. The incident could result in:	Further details can be found in the Major Incident Management document and the Incident Management and Major Incident Management process flow found here:
		 An emergency situation Security risks or threat Highways England reputation (HSSE) could be adversely 	https://highways.share point.com/WayWeWor k/Pages/ict-security- incidents-
		affectedMultiple locations/businesses or significant user impacted	management.aspx
27	Management Information	Has the meaning as stated in S 115.18 of the Scope.	
28	Measuring Service	is a service where individuals are measured to recommend	

		appropriate and correctly sized and fitting garments.	
29	National Security Vetting	has the meaning given to it in the "HMG Baseline Personnel Security Standard" (see link in Annex 02).	Relates to Security and identification of people
30	NTOC	is the National Traffic Operations Centre based in Quinton, Birmingham.	Relates to the Purchaser's premises
31	Nonconformity	has the meaning give in ISO 9000 (and includes defects)	Relates to Quality Management
32	Offshoring	is any arrangement where the performance of any part of Providing the Goods and Services, the services or a solution under the contract may occur outside the UK for domestic (UK) consumption.	
33	Performance Level	is the performance level of the Collaborative Performance Framework stated in Scope section S 300.	
34	Not Used		
35	Preventative Action	has the meaning given in ISO 9000.	
36	Processor	is a legal person which processes Personal Data on behalf of a Data Controller.	
37	Prohibited Substance	is any intoxicating substance, or alcohol, or drugs.	Relates to H,S &W
38	Protective Measures	are appropriate, technical and organisational measures implemented, consistent with good industry practice, to ensure a level of security appropriate to the risk posed by Personal Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Security Incident, and which may include	Relates to Data Protection

-			
		pseudonymising and encrypting Personal Data,	
		ensuring confidentiality,	
		• integrity,	
		availability and resilience of systems and services,	
		ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and	
		 regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in "Procurement Policy Note 02/18 Changes to Data Protection Legislation and General Data Protection Regulation" (see link in Annex 02). 	
39	Quality Plan	is the quality plan produced in accordance with	
		• ISO 9001,	
		• ISO 10005,	
		clause 40 of the conditions of contract, and	
		• the Scope.	
40	Quality Submission	is the <i>quality submission</i> , unless later changed in accordance with the contract, detailing the commitments made by the <i>Supplier</i> as part of its tender in respect of how it is to perform its obligations under the contract.	
41	ROC	means the Regional Operations Centres that are based in regions across England.	Relates to the Purchaser's premises
42	Security Incident	is a breach of security that leads, or may lead to the accidental or unlawful destruction, loss, alteration,	Relates to Data Protection S 238

		unauthorised disclosure of, or access to, Data.	
43	Service Provider System	are the <i>Supplier's</i> (service provider/supplier) IT systems/applications which they use to provide services to National Highways.	
44	SME	means an enterprise within the category of small, medium or micro enterprises defined by the European Commission Recommendation of 6 May 2003 (see link in Annex 02) concerning the definition of Small, Medium or Micro Enterprises. A SME is a subcontractor (at any stage of remoteness from the Client) and is autonomous and is an European Union enterprise not owned or controlled by a non-European Union parent company.	
45	Structured Innovation	is an approach to systematically generate ideas faster, leading to multiple best solutions.	
46	Staff	are persons employed or engaged by the <i>Supplier</i> or an Associated Company or any Subcontractor to Provide the Goods and Services at any time.	
47	Sub-Processor	is a third party (including Associated Company) engaged by the Supplier to process Data.	Relates to Data Protection
48	Supervisory Authority	is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.	Relates to Data Protection
49	Supplier Background IPR	IPR owned by the <i>Supplier</i> or a third party before the Contract Date or created by the <i>Supplier</i> or a third party independently of the contract,	

		 which in each case is or will be used before the <i>defects date</i> to Provide the Goods and for the maintenance, operation and modification of the service. 	
50	The Public Interest Test	requires a public authority, or oversight body, to weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information.	
51	Work Related Road Risk (WRRR)	also known as occupational road risk, is the term used to describe the dangers associated with driving or riding as part of a job. Driving/riding for work is any journey that is not to the usual place of work. The law applies to both company and grey fleet vehicles (those owned by workers). The law applies to employees and anyone engaged to work for a company including dependent contractors and the self-employed. The management of work-related road risk is covered under the Health & Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. The Health & Safety Executive guidance can be found at https://www.hse.gov.uk/roadsafety/employer/index.htm	



National Highways Limited

Scope

Insurance

Annex 03

LIST OF CONTENTS

1	INSURANCE TABLE	3
1.1	Property "All Risks" Insurance	3
1.2	Third Party Public and Products Liability Insurance	5
1.3	Policies to be taken out as required by United Kingdom law	7

1 **INSURANCE TABLE** 1.1 **Property "All Risks" Insurance** 1.1.1. Insureds Supplier Purchaser each for their respective rights and interests 1.1.2. Insured property and sum insured Any goods, plant and materials and / or equipment. The sum insured to represent the reinstatement or replacement cost of the relevant insured property. 1.1.3. Basis of cover "All Risks" of physical loss, damage or destruction to the Insured property (as set out in paragraph 1.1.2 above) unless otherwise excluded. 1.1.4. **Territorial limits** Wherever the relevant Insured property (as set out in paragraph 1.1.2 above) is located including in transit. Period of insurance 1.1.5. The Supplier maintains the insurance from the starting date until the last defects date or a termination certificate has been issued. 1.1.6. Cover features and extensions Automatic reinstatement of sum insured clause, Loss minimisation, · Temporary repairs, Loss of or damage to stock in transit within the United Kingdom, Purchaser co-insured status with attendant non-vitiation, waiver of subrogation and notice of cancellation provision. 1.1.7. Principal exclusions War and related perils, Nuclear/radioactive risks, Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, Wear, tear and gradual deterioration,

- Consequential financial losses,
- Cyber risks,
- Inventory losses, fraud and employee dishonesty.

1.2 Third	d Party Public and Products Liability Insurance	
1.2.1	Insureds • Supplier	
1.2.2	Interest To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental • death or bodily injury, illness or disease contracted by any person; • loss or damage to property; • interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities; happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the Services and the contract.	
1.2.3	Territorial limits United Kingdom and elsewhere in the world in respect of non-manual visits.	
1.2.4	Period of insurance The Supplier maintains the insurance from the starting date until the last defects date or a termination certificate has been issued.	
1.2.5	 Cover features and extensions Legal defence costs in addition to the limit of indemnity, Contingent motor vehicle liability, Health & Safety at Work Act(s) clause, Data Protection Legislation clause, Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007, Indemnity to principals clause. 	

1.2.6 Principal exclusions

- · War and related perils,
- Nuclear/radioactive risks,
- Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,
- Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,
- Liability in respect of predetermined penalties or liquidated damages imposed under the contract,
- Liability arising from the ownership, possession or use of any aircraft or marine vessels,
- Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence,
- Cyber risks.

1.3 Polic	Policies to be taken out as required by United Kingdom law	
1.3.1	Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.	
1.3.2		
1.3.3	The statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Purchaser</i> arising out of the performance of the <i>Supplier</i> of his duties under the contract.	
1.3.4	The insurance shall be maintained from the date of the contract throughout the period of the contract.	



National Highways Limited

Scope

Baseline Personnel Security Standard (BPSS) - Form and guidance

Annex 04

LIST OF CONTENTS

1	BASELINE PERSONNEL SECURITY STANDARD (BPSS) FORM AND
GUI	DANCE

BASELINE PERSONNEL SECURITY STANDARD (BPSS) FORM AND GUIDANCE

Appendix A

Baseline Personnel Security Standard Check

Introduction

Unless advised otherwise it is the *Purchaser's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Purchaser's* hiring manager for the contract is the *Supply Manager*. All Staff, working on the *Purchaser's* premises or with its technology, have to be BPSS approved before they begin working for or with the *Purchaser*. This form has been produced to assist the *Purchaser's* hiring managers in undertaking checks and to ensure these checks meet the standards set out in the <u>Security Policy Framework (SPF)</u> and the <u>HMG Baseline Personnel Security Standard</u> (and any subsequent amended versions).

There may be some circumstances where BPSS is not required, for example, where individuals do not enter the *Purchaser's* property and have no access to the *Purchaser's* asset (data and information).

The *Purchaser* also operates an electronic vetting approved list, where some companies are given the *Purchaser's* agreement to undertake BPSS checks on behalf of the *Purchaser*. If the applicant works for a company on the *Purchaser's* electronic vetting approved list, it may not be necessary to complete this BPSS application.

If you need any advice on this, please contact the <u>Security Team</u> on <u>SecurityTeam@nationalhighways.co.uk</u>.

This document contains the BPSS form and guidance notes to assist with the form completion.

Please read the guidance notes fully before starting to complete this form.

This document is split into:

BPSS Form sections:

- 1. Applicant details and identity verification
- 2. Nationality and right to work
- 3. Employment and academic history and personal references
- 4. Criminal records check
- 5. Declarations

Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment and academic history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external email access to National Highways' computer systems (known as ZZ account) only sections 1, 2, 3 and 5 need to be completed. The *Purchaser's* hiring manager sends the form to cybersecurity@nationalhighways.co.uk. A criminal records check is not required for ZZ accounts.

If the applicant already has BPSS approval from their current employer, they are not required to complete another check so long as the applicant has remained in this employment continuously or has been re-employed by the employer within twelve months of their resignation. The *Purchaser* may require additional evidence before reinstating the original security check authorisation. If the *Purchaser's* hiring manager is informed of this by the *Supplier*, the *Purchaser's* hiring manager needs to email the <u>Security team</u> who checks the applicant's details against their records for existing BPSS approvals.

If assistance is required to complete this form, the *Purchaser's* hiring manager should contact the Security team via email on SecurityTeam@nationalhighways.co.uk.

BPSS FORM

SECTION 1 - Application details and identity verification

1.15-1			
Hiring manager's name:			
Company location:			
Telephone number:			
1.2 Applicant details			
Applicant's name:			
Gender:	Male / female (please delete	as appropriate)	
Current home address:	"	,	
Contact telephone number:			
Prospective National Highways place of work:			
Prospective start date:			
Position:	Supplier		
The applicant present prove their identity. A acceptable and genera photo or 2 documents	on (for the <i>Purchaser's</i> hirds the <i>Purchaser's</i> hirds the <i>Purchaser's</i> hirds manner B – Identity verificational guidance on this section, without photos are sufficient nent(s) you have seen below	anager with approp n provides details of Generally, one doc 	of which documents are
The applicant present prove their identity. A acceptable and genera photo or 2 documents	s the <i>Purchaser's</i> hiring mannex B – Identity verificational guidance on this section. without photos are sufficient	anager with approp n provides details of Generally, one doc 	of which documents are
The applicant present prove their identity. A acceptable and general photo or 2 documents. Please note the documents.	s the <i>Purchaser's</i> hiring mannex B – Identity verificational guidance on this section. without photos are sufficient	anager with approper provides details of Generally, one doc	of which documents are
The applicant present prove their identity. A acceptable and general photo or 2 documents. Please note the documents. Document type:	s the <i>Purchaser's</i> hiring mannex B – Identity verificational guidance on this section. without photos are sufficient	nager with approper provides details of Generally, one doc	of which documents are

(please replicate table for each document taken as required)

SECTION 2 - Nationality and right to work

2.1 Applicant's details
Nationality (list all):
Are you subject to immigration control? Yes/ No (please delete)
If yes, please specify:
Are there any restrictions on your continued residence in the UK? Yes/ No (please delete)
If yes, please specify:
Are there any restrictions on your continued freedom to take employment in the UK? Yes/No (please delete)
If yes, please specify:
Are you subject to the EU Settlement Scheme? Yes/ No (please delete)
If yes, please specify your status under the scheme and provide your EU Settlement Scheme status verification code for employers:
Settled status/ Pre-settled status (please delete)
Verification code:
2.2 Nationality verification (for <i>Purchaser's</i> hiring managers)
The applicant has to provide you with appropriate documentation to prove they have the 'right to work' in the UK. The list of acceptable documents is provided by UK Visas and Immigration and is accessible here .
Annex C below contains general guidance on this section.
Annex D below contains a list of EEA countries whose citizens may have a 'right to work' in the UK, subject to their EU Settlement Scheme status or applicable visas.
Please note the document(s) you have seen below:
Document:

Date of issue:	
Review date (if	
applicable):	

(please replicate table for each document taken as required)

SECTION 3 – Employment and academic history and references

3.1 Applicant's employment history (past 3 years)

Please provide details of all the companies or educational organisations you have worked for or studied at in the last 3 years (whether in the UK or overseas). You need to provide references from these employers and educational organisations (references must be sent with this form to the *Purchaser's* Security Team):

Company name:	
Company address:	
Contact name:	
Period of	
employment:	
Company name:	
Company address:	
Contact name:	
Period of	
employment:	
Company name:	
Company address:	
Contact name:	
Period of	
employment:	

3.2 Gaps in applicant's employment histo	3.Z	3.	3.	_	Gaps	ın	app	iicani	: S	emp	IO۱	/me	nτ	nisto	ı۲۱	/
--	-----	----	----	---	------	----	-----	--------	-----	-----	-----	-----	----	-------	-----	---

Please describe any gaps in your employment including time spent in full-time education, any foreign travel or periods of unemployment within the past 3 years:

3.3 Employment verification (for *Purchaser's* hiring managers)

You need to obtain confirmation from all the companies listed, as well as letters from schools/ academic institutions and passport visas to confirm overseas travel. Annex E below provides guidance on this section.

Please answer the 3 sections below:

 a) Please confirm that you have verified employment with all the companies listed (references must be sent with this form to the *Purchaser's* Security Team):

Yes/no (please delete)

If no, please explain why this was not possible:

b) Please confirm the documents you have seen which verify any gaps in employment:

Document:	
Date of	
issue:	

(please replicate table as required)

c) If you have obtained a personal reference, please record the referee's details below:

Referee:	
Relationship to applicant:	
to applicant:	
Address:	

SECTION 4 - Criminal record check

4.1 Information for applicants

The *Purchaser* requires a criminal record check to confirm if the applicant has any unspent convictions. The applicant does not need to tell us about any spent convictions.

A basic Disclosure and Barring Service (DBS) check is the criminal record check available for people living or working in England and Wales. If you have been living or working in Scotland or Northern Ireland for over 6 months in the last 3 years, a different type of criminal record check is required. Full details on how to apply for criminal record checks can be found here.

Once you have applied, please keep a copy of the reference number to provide to your hiring manager.

Further details on what information is included on each certificate are on the relevant website.

It is helpful to tell your hiring manager about offences that are shown on your certificate, before your certificate arrives.

4.2 Criminal records check verification (for *Purchaser's* hiring managers)

The applicant has to provide the *Purchaser's* hiring manager with either

- evidence that the application for the certificate has been submitted (e.g. reference number or screen shot) or
- a recent (issued within 3 months) original criminal records certificate or
- an older original certificate if the applicant still works for the same employer and the check was carried out as part of their employment.

Please note the document you have seen below:

Document:	
Date of	
issue:	

(please replicate table as required)

If the application has only just been made, hiring managers need to make sure they review the certificate when it arrives. If hiring managers are unsure about any of the details shown on the certificate, please contact the <u>Security team</u>.

An overseas criminal record certificate is required if the applicant has been outside of the UK for a period of 6 months or over in the last 3 years. The <u>Security team</u> can provide guidance on how to obtain these certificates.

SECTION 5 - Declarations

5.1 Applicant's declaration:

I declare that the information I have given on this form is true and complete. In addition, I understand that any false information or deliberate omission in the information I have given on this form may prevent me from working with the *Purchaser*. I will notify the hiring manager of any material changes to the information I have provided within seven (7) calendar days from the change occurring.

Name:	
Signature:	
Date:	

5.2 Purchaser's hiring manager's declaration:

I certify that in accordance with the requirements of the BPSS, I have examined the documents listed on this form and can confirm that the applicant has satisfied the requirements in all sections.

I have made available to the applicant the appropriate privacy notice (see Guidance Notes - Annex A below), which informs the applicant as to their statutory rights under the Data Protection Legislation.

Name:	
Signature:	
Date:	

GUIDANCE NOTES

Annex A

General notes

- The *Purchaser's* hiring manager has to see original documents. Copies are not acceptable.
- At all times, the *Purchaser's* hiring manager needs to check that birth dates, signatures and photos match the individual and across documents presented. If any discrepancies are found, please contact the <u>Security team</u> for advice.
- The *Purchaser's* hiring manager has to comply with the Data Protection Legislation, therefore
 - remember to delete any electronic versions of this form/ personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provides advice on how long to keep copies of nationality and right to work documents here and
 - issue the applicant with the latest <u>National Highways BPSS Privacy Notice</u> document.
- Once the applicant starts work, the *Purchaser's* hiring manager needs to email the
 <u>Facilities helpdesk</u> to request that the applicant's photo is taken for their
 <u>Purchaser's</u> premises pass and an induction to the relevant premises is
 undertaken.
- If the *Purchaser's* hiring manager is not located in the same premises as the applicant, the *Purchaser's* hiring manager needs to make sure there is someone available to greet the applicant at reception and undertake a new starter induction. The *Purchaser's* hiring manager needs to make sure that reception is aware of the date the applicant is starting work.

If the *Purchaser's* hiring manager has any questions regarding this form or the BPSS check itself, the <u>Security team</u> can be contacted for assistance. If the *Purchaser's* hiring manager would prefer to speak to someone, please state this in your email and a member of the Security team will call you as soon as they can.

Annex B

Applicant details and identity verification

Generally, one document which contains a photo or two documents without photos provides adequate proof of identity. However not all documents are of equal value; listed below are some examples of documents that are from reliable sources, are difficult to forge and are dated. Documents with an expiration date have to be current and all others should follow the guidance below.

Good examples of identity documents that contain a photo are:

- Current United Kingdom (UK) photo-card driving licence.
- Current passport.

Following the UK leaving the European Union (EU) on 31st January 2020, EEA nationals who receive settled or pre-settled status under the EU Settlement Scheme have the 'right to work' in the UK.

EEA nationals are required to provide confirmation of their settled or pre-settled status under the EU Settlement Scheme alongside their identity documents as proof of their 'right to work' in the UK.

Good examples of identity documents without photos include:

- Long-form birth, adoption or gender recognition certificate.
- Marriage licence, divorce (decree absolute) or annulment papers.
- Current full UK driving licence (old 'paper' version).
- A recent utility bill (issued within the last 6 months).
- A council tax bill (valid for the current year period).
- Bank, building society or credit union statement (issued within the last 6 months) or passbook containing the applicant's current address.
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit (these documents are not required to be dated within the last 6 months).
- Police registration document or HM Forces identity card.

This is not an exhaustive list and if none of these documents are available, please contact the Security team for further advice.

What to look for when examining documents:

- The documents shown to you have to be the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports here.
- Examine the documents for alterations or signs that the photograph and signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence.
- Check that details given on the documents corresponds with what you already know about the individual.

 Check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the <u>Security team</u> for more advice.

If you have any doubts about the documents you have been given, please contact the <u>Security team</u>, before discussing your concerns with the applicant.

Young Applicants

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo has to be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.

Annex C

Nationality and right to work

The current advice from UK Visas and Immigration on nationality and 'right to work' in the UK is available on their website.

In addition, please note:

- The Purchaser's hiring manager has to be satisfied that each document produced relates to the applicant, and you will need to check that all documents contain the same date of birth, photo and the applicant's appearance looks the same across documents presented.
- It is not necessary to send copies of these documents to the Security team.
 However, if the *Purchaser's* hiring manager is unsure or unfamiliar with the documents it has been given, the Security team are available to advise further.
 Please email the <u>Security team</u> in the first instance and, if required, the *Purchaser's* hiring manager will be asked to scan the relevant parts of the documents in question and send it to the team for their review.
- The UK Visas and Immigration website provides advice on how long to keep copies of nationality and 'right to work' documents here.

Annex D

European Economic Area (EEA) Countries

Citizens of Switzerland or one of the EEA countries, have the 'right to work' in the UK if they satisfy the requirements of the EU Settlement Scheme or if they hold the necessary visa for the work they wish to undertake, following the UK leaving the EU on 31st January 2020. Further information on the EU Settlement Scheme and necessary visas is available here.

EEA nationals include nationals of

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland

- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- SloveniaSpain
- Sweden

Annex E

Employment history and personal references

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- Where an individual is or was self-employed, references can be obtained from
 previous clients and companies to whom the individual has provided goods or
 services acting as a supplier. The *Purchaser's* hiring manager should treat each
 case on its own merits and, where required, may request further evidence in the
 form of HMRC tax returns, accountant's certified company accounts or use the
 process for personal references below.
- A template to send to previous employers and personal referees can be found in Annex F below. However, most companies will now only provide official confirmation of when an individual worked for them (on letter headed paper). This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine.
 References that are handwritten, not on letter headed paper, contain spelling or grammatical errors or are just not convincing for any reason, should be followed up directly with the individual(s) providing the reference.
- If the applicant has been unemployed, or its previous employer is no longer in business, a personal reference can be obtained instead (see below). This is not necessary if the period involved is less than 6 months long.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation of this has to be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see
 the entry visa for the country stated (this only applies to citizens which do not hold
 an EEA passport or EU Settlement Scheme status). Some countries no longer
 issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

Personal references are acceptable when no other reference is available. In the
event of prolonged unemployment lasting 3 years or more, one personal reference
covering a period of 3 years is required. Family members (including in-laws) are
not suitable for references.

• The applicant should provide the details of someone of professional standing (e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.

Annex F

Personal reference template

personal referees. 7	The hiring manager will need	l to include a co	to both previous employers and overing letter, explaining that they cosed role working for or with the
Dear			
SUBJECT:	<u>[insert applicant's na</u>	<u>me]</u>	
Over what period	have you known the se	ubject and in	what capacity?
Date from:		Date to:	
Capacity:			
YES/ NO (please de Relationship to the s 3. Are you involved YES/ NO (please de 4. Do you believe the YES/ NO (please de I declare that the inknowledge.	subject: in any financial arrange lete) e subject to be honest, lete)	ements with	the subject?
Name:			
Signature:			
Date:			
Address:			
Telephone number:			
Email address:			



National Highways Limited

Scope
People Strategy
Annex 05

Additional Guidance

This guidance has been prepared to assist the *Purchaser* and its supply chain (at any stage of remoteness from the *Purchaser*) as users of the Inclusion Action Plan (IAP).

The guidance explains the wider context of the IAP and its use, including further information from the *Purchaser's* subject matter expert.

Contents

Additional Guidance	2
Measure Overview	4
Introduction	
Intended Outcomes	4
Methodology	4
Inclusion Action Plan	8
Scope and MethodologySubmissions	8
Submissions	8
Inclusion Action Plan Template	10
Inclusion Action Plan Scores	12

Measure Overview

Introduction

The *Purchaser* is determined, for business, legal and ethical reasons, to increase its equality, diversity and inclusion (EDI) provisions in all areas of its business. See "National Highways' Public Sector Equality Duty" (see link in **Annex 02**) which sets out its objectives for achieving this.

Intended Outcomes

The intent of this measure is to improve equality, inclusion and diversity, leading to better experiences for the workforce and delivery of a better-quality service to the *Purchaser's* diverse customers and communities.

This enables the *Purchaser* and its supply chain (at any stage of remoteness from the *Purchaser*) to identify and deliver opportunities to make a difference in the three priority performance areas to

- create an inclusive working culture, practices and environment that enable everyone to perform to their full potential,
- consider and meet the diverse needs of customers and neighbouring communities at all stages of the framework/ scheme and
- develop wider supply chain capability around EDI.

Methodology

The Supplier gathers intelligence and evidence to identify opportunities

- to create an inclusive working culture and develop a diverse workforce,
- ii) to deliver a more socially sensitive and responsive strategic road network and be a better neighbour to communities impacted by the contract, in particular those who are vulnerable because of a protected characteristic and
- iii) on how EDI is governed including the supply chain that demonstrates how progress is being measured and monitored.

This intelligence and evidence should be used to identify the current position in the IAP.

Examples of good and robust evidence and actions are given within the "Potential sources of evidence and activity" pages overleaf.

Within 3 months from the commencement of the contract or acceptance on to the framework, the *Supplier*

- gathers baseline intelligence,
- · analyses this intelligence to identify actions and
- develops an evidence based IAP.

Potential sources of evidence and activity

CPF score	CPF score guidance	Working culture	Customer and community	Governance
6	An intelligence based IAP is in place which is being fully implemented and up to date.	 Evidence of monitoring use of/ outcomes in relation to Human Resources (HR) policies and procedures e.g. bullying/ harassment, grievance etc., reasonable adjustments, wellbeing initiatives, use of Performance Development Plans (PDP)/ appraisals, EDI training for all Staff, active promotion of flexible/ agile working, Staff networks, range of accessible learning in place, talent management/ developing Staff e.g. mentoring and coaching schemes and the impact of these, support for those on career breaks and returners and annual workforce and Staff engagement data analysis and review with actions taken and outcomes arising out of these. 	disaggregation of data against protected characteristics/ affected groups. Actions identified to address negative impacts (as found in the Equality Impact Assessment (EQIA) use of diverse and accessible communication channels and monitoring the satisfaction and effectiveness of these, use of diverse and accessible engagement activities and monitoring the satisfaction and effectiveness of these, face to face liaison with voluntary sector and minority groups, Staff training on understanding diverse needs and feedback to consultees.	 Evidence of leadership and governance meetings where EDI is discussed, public commitment to and leadership accountability for EDI, EDI strategy with actions and outcomes, reporting structure, EDI Key Performance Indicators (KPIs) and monitoring of progress. procurement processes include EDI, Supplier meetings where EDI is discussed, EDI development initiatives for supply chain and how they are supporting the Purchaser in meeting its EDI objectives.
8	There is evidence that ongoing actions arising from	Evidence of	Evidence of use of other data e.g. public health, trip attractors and	Evidence of

	the IAP are driving change and making a difference.	 engagement survey findings are broken down into the protected characteristics and actions arise out of results, Staff networks are empowered and driving change, measurement of the effectiveness of EDI training, monitoring of flexible/ part time working, analysis of exit data and actions in place to address issues, examples of collaboration and sharing of good practice, monitoring of training for effectiveness, robust analysis in relation to things such as pay and grading, promotions, learning and development and exit data including breaking data down against the protected characteristics and uses data to drive strategy and actions taken to address any issues. 	labour market to inform actions, the involvement of diverse groups, monitoring the satisfaction with and effectiveness of communication channels, evidence of shared learning, cycle of direct and regular contact with diverse groups and review of the effectiveness/ satisfaction of these activities, learning shared across peers and down the supply chain and legacy arrangements.	 collaboration across the supply chain in delivering EDI objectives and actions, outcomes achieved, benchmarking EDI activity against comparable organisations where progress is measured, monitoring across the supply chain, EDI KPIs for the supply chain where it uses its own data to drive improvements for change in their businesses and rewards for difference made.
10	There is evidence of actions driving change and making a quantifiable difference and that this good practice is being shared	 employment policies have EDI woven through them, engagement survey findings are broken down into the protected characteristics and actions arise out of results, 	use of other data e.g. public health, trip attractors and labour market to inform actions, the involvement of diverse groups,	 Evidence of collaboration across the supply chain in delivering EDI objectives and actions, outcomes achieved, benchmarking EDI activity against comparable

across the business and down the supply chain (where applicable)	 Staff networks are empowered and driving change, measurement of the effectiveness of EDI training, monitoring of flexible/ part time working, analysis of exit data and actions in place to address issues, examples of collaboration and sharing of good practice, monitoring of training for effectiveness, robust analysis in relation to things such as pay and grading, promotions, learning and development and exit data including breaking data down against the protected characteristics and uses data to drive strategy and actions taken to address any issues. 	 monitoring the satisfaction with and effectiveness of communication channels, shared learning, cycle of direct and regular contact with diverse groups and review of the effectiveness/ satisfaction of these activities, learning shared across peers and down the supply chain and legacy arrangements. 	organisations where progress is measured, monitoring across the supply chain, EDI KPIs for the supply chain where it uses its own data to drive improvements for change in their businesses and rewards for difference made.

Inclusion Action Plan

Scope and Methodology

Throughout the life of the contract an evidence-based IAP is developed.

This includes steps and actions to

- create a working environment that enables Staff to perform to their full potential,
- retain a greater diversity of talent in the sector,
- deliver a more socially sensitive strategic road network that is a better neighbour to diverse groups and neighbouring communities impacted by the contract. Paying attention to those who have protected characteristics as outlined in the Equality Act 2010 and
- monitoring and measurement of the difference made including clear governance and accountability for the *Supplier's* own company and its supply chain.

The IAP must be in place within the first 6 months of the contract.

The IAP relates specifically to the contract and is based on intelligence gathered.

The template IAP is provided below.

The total IAP length should not exceed 20 pages.

The IAP actions

- have clear ownership at the appropriate level,
- are monitored regularly and
- further actions are taken to ensure progress and to evolve the plan in light of new intelligence/ evidence gathered.

The IAP needs to include

- the objectives what the *Supplier* wants to achieve,
- current position where the Supplier is at the start of the contract,
- action/ task to meet requirements what the Supplier is going to do to meet its objectives,
- time frames when the Supplier takes the action specified above
- update to include details of activity during the quarter or details of review where there are no specific defined outputs with ongoing actions during the reporting period.

The impact of the actions is reviewed and good practice that is making a difference is shared widely by the *Supplier*.

If there is little or no reported activities within the IAP during the reporting period, a score is awarded in line with the scoring guidance.

Submissions

In its submission of the AIP, the Supplier ensures that

- the plan clearly specifies what contract or framework the Supplier is working on,
- its updates are clearly visible (either highlighted or in different colour text) within the update column,
- the updated comments relate to activity completed during the reporting period only,
- it sends its IAP and supporting information which only relates to activity in the plan and
- supporting evidence clearly demonstrates impact/ progress (e.g. referring back to baseline and then where the *Supplier's* AIP is now).

Inclusion Action Plan Template

INCLUSION ACTION PLAN			Reporting Period:				
Name of Contract:		Start Date:		Finish Date:		Contract Manager:	
INTELLIG	ENCE						
Objective Two	Objective One: To create an inclusive working culture, practices and environment that enable Staff to perform to their full potential Objective Two: Consider and value the diverse needs of customers and neighbouring communities at all stages of the contract/ framework Objective Three: Governance and capability – including how the <i>Supplier</i> develops wider supply chain capability around EDI						
Data							
Analysis							
Priorities for Action							

Part One – \	Part One – Working culture - outline the steps the Supplier takes to create a working environment and culture that enables Staff to perform							
Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update			
		nmunity – outline the steps the decisions throughout the life of the		es to genuinely	consider the differing needs of customers and neighbouring			
Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update			
	Part Three - Governance and accountability – describe how the <i>Supplier</i> holds itself and its supply chain to account in delivering and monitoring the difference made in relation to the above							
Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update			

Inclusion Action Plan Scores

Metric	Scoring Guidance	Additional information	Score
	No intelligence gathered and no intelligence based IAP in place.	No evidence or IAP provided.	0
	Intelligence has not been gathered to identify opportunities but actions and IAP are in place to address the gathering of data and intelligence.	IAP being prepared with date of implementation provided.	2
Demonstrate an effective	IAP in place but only being partially implemented.	Intelligence has not been used to identify opportunities, but actions and IAP are in place to address this. Actions are outstanding beyond their target date; no evidence of review or limited actions being carried out.	4
Inclusion Action Plan (IAP) is in place and is continually evolving to meet the requirements of the public sector equality duty and	Intelligence is gathered and analysed to identify opportunities and an intelligence based IAP is in place which is being fully implemented and up to date.	IAP is linked to priorities for action and being fully implemented. There is demonstrable activity that shows progress against expected timescales.	6
support the <i>Purchaser</i> in embedding EDI in all areas of its business.	An intelligence based IAP is in place and being fully implemented and evidence provided show the difference being made.	IAP and evidence provided are moderated by the <i>Purchaser's</i> metric assessor to confirm it meets the scoring guidance.	8
	Robust intelligence based IAP is in place and being fully implemented and can show the quantifiable difference actions have made. Evidence that good practice is being shared.	Evidence produced shows the quantifiable difference in one of the 3 priority areas has led to the development of a case study and good practice being shared widely with peers and down the supply chain. IAP and evidence provided are moderated by the <i>Purchaser's</i> metric assessor to confirm it meets the scoring guidance.	10



National Highways Limited

Scope Data Protection Annex 06

LIST OF CONTENTS

1	DATA PROTECTION (SCHEDULE [A])	3
1.1	Processing, Personal Data and Data Subjects	3

DATA PROTECTION (SCHEDULE [A])

1.1 Processing, Personal Data and Data Subjects

This schedule is completed by the *Purchaser*, who may take account of the view of the *Supplier*, however the final decision as to the content of this schedule is the *Purchaser's* and at its absolute discretion.

- 1. The contact details of the *Purchaser's* Data Protection Officer are obtainable from the Data Protection team available via dataprotectionadvice@highwaysengland.co.uk.
- 2. The contact details of the *Supplier* Data Protection Officer or nominated lead are as per Contract Data Part 2.
- 3. The *Supplier* complies with any further instructions issued by the *Purchaser* with respect to the processing of Data.

Any such further instructions are to be incorporated into this table.

Description	Details
Identity of the Purchaser and Supplier	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Data Controller and the Supplier is the Processor in accordance with section S 279 (Data Protection) of the Scope.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide goods and services for the Supply of Uniforms and PPE to the Purchaser.
Duration of the Processing	For the duration of the contract
Nature and purposes of the processing	The use of data for the purpose of allowing the ordering, recording, and processing to provide the goods and services including storing of data to facilitate such processes. This includes structuring the data to facilitate efficient processes such as into geographical areas and maintaining the list of data to align with current employees.
Type of Personal Data	The types of personal data shall include: Employee name Employee gender Employee work location(s) Employee work email address Employee personal address(es) (in rare and limited cases only)

	The following is classed as special category data and is
	especially sensitive:
	 Employee special requirements/adjustments (including in rare cases medical conditions that may be required directly relating to those special requirements/adjustments to support the Supplier in providing the goods and services).
Categories of Data Subject	The Purchaser's staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	 All employee data shall be destroyed: 3 months from the date of contract expiry or once relevant data has been handed back to the Purchaser as part of any demobilisation process. Identifiable employee data shall be destroyed at regular intervals no more than 6 months from when the Supplier is informed by the Supply Manager. Any relevant data can continue to be held providing all identifiable information has been removed.



National Highways Limited

Scope

Form of Novation (Old Purchaser to New Purchaser)

Annex 07

LIST OF CONTENTS

Parti	ies	. 4
Back	kground	. 4
1.	Definitions and Interpretation	. 4
2.	Novation	. 5
3.	New Purchaser's Undertakings	. 5
4.	Payment of Sums Due	. 5
5.	Notices	. 6
6.	Governing Law and Disputes	. 6
Evac	rution Page	7

NATIONAL HIGHWAYS LIMITED

as Old Purchaser

[•] as New Purchaser

[•] as Supplier

DEED OF NOVATION

relating to a [●] contract for the provision of [●] works in National Highways Area [●]

DATED [•]

Parties NATIONAL HIGHWAYS LIMITED (company no 09346363) whose registered 1) office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the "Old Purchaser"), 2) [insert details of replacement authority] (the "New Purchaser") 3) [●] (company no [●]) whose registered office is at [●] (the "Supplier") **Background** A) By the Contract, the Old Purchaser has employed the Supplier to provide the Works. The Old Purchaser has agreed (with the consent of the Supplier) to transfer B) all its rights and obligations under the Contract to the New Purchaser and the Supplier has agreed to accept the liability of the New Purchaser in place of the liability of the Old Purchaser under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract. 1. Definitions and Interpretation 1.1 Unless the contrary intention appears, the following definitions apply: "Contract" means the contract dated [•] between the Old Purchaser (1) and the Supplier (2) (including any further agreement varying or supplementing the Contract) under which the Supplier has agreed to provide the Works. "Works" means the works and services to be provided by the Supplier pursuant to the Contract. 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer. 1.3 Words in this deed denoting the singular include the plural meaning and vice versa. 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it. 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where

the context allows, include corporations and vice versa.

2. Novation

- 2.1 The Old Purchaser and the Supplier release and discharge each other from the further performance of their respective obligations under the Contract and the Supplier acknowledges and accepts the liability of the New Purchaser in place of the liability of the Old Purchaser under the Contract.
- The Supplier undertakes to be bound to the New Purchaser by the terms of the Contract in every way as if the New Purchaser was and always had been a party to the Contract in place of the Old Purchaser.
- 2.3 The Supplier acknowledges and warrants to the New Purchaser that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. New Purchaser's Undertakings

3.1 Subject to Clause 4.1 below, the New Purchaser undertakes to be bound to the Supplier by the terms of the Contract and to perform the obligations on the part of the Purchaser under the Contract in every way as if the New Purchaser was and always had been a party to the Contract in place of the Old Purchaser.

4. Payment of Sums Due

- 4.1 The Supplier and the Old Purchaser agree that the total amount to be paid by the Old Purchaser to the Supplier for the Works provided under the Contract prior to the date of this deed is £[•]. The Supplier acknowledges that the Old Purchaser has paid the sum of £[•] prior to the date of this deed. The balance of £[•] shall be invoiced by the Supplier to the Old Purchaser and paid by the Old Purchaser in accordance with the Contract.
- 4.2 The Supplier and the New Purchaser agree that the New Purchaser shall be solely responsible (to the exclusion of the Old Purchaser) for payment of all sums due to the Supplier under the Contract for any Works provided after the date of this deed.
- [Where, under Clause 2.2 above or under any other contract between the New Purchaser and the Supplier, any sum of money is recoverable from or payable by the Supplier to the New Purchaser, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Purchaser to the Supplier under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]

¹ Include only if the New Purchaser is a Department or Office of Her Majesty's Government.

5. Notices

- Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- Any notice given pursuant to this clause will be deemed to have been served as follows:
 - 5.2.1 if delivered personally, at the time of delivery; and
 - 5.2.2 if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. Governing Law and Disputes

- This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

Execution Page

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

OPTION 1a [execution by National Highways under seal]	
Executed as a deed by NATIONAL HIGHWAYS LIMITED by affixing its common seal in the presence of:	
	Director
	Director/Secretary

OPTION 1b [execution by National Highways under seal]	
Executed as a deed by NATIONAL HIGHWAYS LIMITED by affixing its common seal in the presence of:	
	Authorised Signatory
	Authorised Signatory

OPTION 2a	
Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:	
	Director
	Director/Secretary

OPTION 2b	

Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:		
	Authorised Signatory	
	Authorised Signatory	
Executed as a deed by [NEW PURCHASER] in the presence of:		
	Authorised Signatory	
	Authorised Signatory	
Executed as a deed by [SUPPLIER] in the presence of:		
	Authorised Signatory	
	Authorised Signatory	



Scope

Form of Novation (Old Supplier to New Supplier) Annex 08

DATED [●]

NATIONAL HIGHWAYS LIMITED

as Purchaser

[•] as New Supplier

[•] as Old Supplier

DEED OF NOVATION

relating to a [●] contract for the provision of [[●] Works in National Highways Area [●]]

DATED [●]

PARTIES

- (1) NATIONAL HIGHWAYS LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the "Purhaser")
- (2) [●] (company no [●]) whose registered office is at [●] (the "Old Supplier")
- (3) [●] (company no [●]) whose registered office is at [●] (the "New Supplier")

BACKGROUND

- (A) By the Contract, the Purchaser has employed the Old Supplier to provide the Works.
- (B) The Old Supplier has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Supplier and the Client has agreed to accept the liability of the New Supplier in place of the liability of the Old Supplier under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:
 - "Contract" means the contract dated [●] between the Purchaser (1) and the Old Supplier (2) (including any further agreement varying or supplementing the Contract) under which the Old Supplier has agreed to provide the Works.
 - "Works" means the works and services to be provided by the Old Supplier pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

- 2.1 The Old Supplier and the Purchaser release and discharge each other from the performance of their respective obligations under the Contract and the Purchaser acknowledges and accepts the liability of the New Supplier in place of the liability of the Old Supplier under the Contract.
- 2.2 The New Supplier undertakes to be bound to the Purchaser by the terms of the Contract in every way as if the New Supplier was and always had been a party to the Contract in place of the Old Supplier.

3. NEW SUPPLIER'S UNDERTAKING

3.1 Subject to Clause 4.1 below, the New Supplier undertakes to be bound to the Purchaser by the terms of the Contract and to perform the obligations on the part of the Supplier under the Contract in every way as if the New Supplier was and always had been a party to the Contract in place of the Old Supplier.

4. PAYMENT OF SUMS DUE

4.1 The New Supplier acknowledges that any payment made by the Purchaser to the Old Supplier in respect of the Works (whether before or after the date of this deed) shall be treated as having been made to the New Supplier and that the Purchaser's payment obligation under the Contract shall to that extent be treated as discharged.

5. NOTICES

5.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier)

or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.

- 5.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
 - 5.2.1. if delivered personally, at the time of delivery; and
 - 5.2.2. if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- 5.3 In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. GOVERNING LAW AND DISPUTES

- This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

OPTION 1a [execution by National Highways under seal])
Executed as a deed by NATIONAL HIGHWAYS LIMITED by affixing its common seal in the presence of:	,

Director

	Director/Secretary
OPTION 1b [execution by National Highways under seal] Executed as a deed by NATIONAL HIGHWAYS LIMITED by affixing its common seal in the presence of:)))
	Authorised Signatory
	Authorised Signatory
OPTION 2a Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:)))
	Director
	Director/Secretary
OPTION 2b Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:)))
	Authorised Signatory
	Authorised Signatory
Executed as a deed by [OLD SUPPLIER] in the presence of:)
	Authorised Signatory

	Authorised Signatory
Executed as a deed by [NEW SUPPLIER] in the presence of:)
	Director
	Director/Secretary



National Highways Limited

Scope

Form of Parent Company Guarantee

Annex 09

NATIONAL HIGHWAYS LIMITED

as Purchaser

[•] as Guarantor

PARENT COMPANY GUARANTEE

relating to the [name of contract]

DATED [•]

Parties

- 1) NATIONAL HIGHWAYS LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the "Purchaser"),
- 2) [●] (company no [●]) whose registered office is at [●] (the "Guarantor")

Background

- A) By the Contract, the Purchaser has employed the Supplier to carry out supply of goods as more particularly described in the Contract.
- B) The Guarantor is the [ultimate]¹ parent company of the Supplier.
- C) The Guarantor has agreed to guarantee the due performance by the Supplier of his obligations under the Contract in the manner set out in this deed.

Operative Provisions

1. Definitions and Interpretation

1.1 Unless the contrary intention appears, the following definitions apply:

"Contract" means the contract dated [●] between the Purchaser (1) and the Supplier (2) for the carrying out of supply of goods.

"Supplier" means [●] (company no [●]) whose registered office is at [●].

"Insolvency Event" means the Supplier being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Supplier other than a solvent liquidation or reorganisation of the Supplier;
- (b) a composition, assignment or arrangement with any creditor of the Supplier;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or

Note to Procurement Officer: delete if not applicable.

- (d) enforcement of any security over any assets of the Supplier, or any analogous procedure or step is taken in any jurisdiction.
- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5 References in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. Guarantee

- In consideration of the Purchaser agreeing to enter into the Contract with the Supplier, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Purchaser that:
 - the Supplier will perform and observe all its obligations under the Contract at the times and in the manner provided in the Contract; and
 - in the event of any breach of such obligations by the Supplier, the Guarantor shall procure that the Supplier makes good the breach or otherwise causes it to be made good and shall indemnify the Purchaser against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Purchaser arising from or in connection with it.
- The Guarantor shall also indemnify the Purchaser against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Purchaser in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the Purchaser if any of the obligations of the Supplier under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable provided that the Purchaser shall not recover any more from the Guarantor under the indemnity in this sub-clause 2.2(b) than the Purchaser would have been entitled to recover from the Supplier under the Contract had the relevant obligations not been illegal, invalid or unenforceable.
- Any limitation or defence which would have been available to the Supplier in an action under the Contract shall likewise be available to the Guarantor in a

corresponding action under this deed, provided that nothing in this clause shall:

- a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
- b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. Guarantor's Liability

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Purchaser may at any time hold in respect of the Supplier's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Purchaser may have against the Supplier under the Contract or at law.
- The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
 - an Insolvency Event;
 - any change in the constitution, status, function, control or ownership
 of the Supplier or any legal limitation, disability or incapacity relating
 to the Supplier or any other person;
 - the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - any time given, waiver, forbearance, compromise or other indulgence shown by the Purchaser to the Supplier;
 - the assertion or failure to assert or delay in asserting any rights or remedies of the Purchaser or the pursuit of any right or remedy of the Purchaser;
 - the giving by the Supplier of any security or the release, modification or exchange of any such security or the liability of any person; or
 - any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

3.4 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Purchaser and the Supplier shall be binding on the Guarantor.

4. Variations to the Contract

4.1 The Guarantor authorises the Supplier and the Purchaser to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. Liquidation/ Determination

- 5.1 The Guarantor covenants with the Purchaser that:
 - a) if a liquidator is appointed in respect of the Supplier and the liquidator disclaims the Contract; or
 - b) if the Supplier's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

6. Waiver

6.1 The Guarantor waives any right to require the Purchaser to pursue any remedy (whether under the Contract or otherwise) which it may have against the Supplier before proceeding against the Guarantor under this deed.

7. Rights of Guarantor against Supplier

7.1 The Guarantor shall not by any means or on any ground seek to recover from the Supplier (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Purchaser in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Purchaser to claim or have the benefit of any security which the Purchaser holds for any money or liability owed by the Supplier to the Purchaser. If the Guarantor shall receive any monies from the Supplier in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Purchaser for so long as the Guarantor remains liable or contingently liable under this deed.

8. Continuing Guarantee

8.1 The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Supplier under the

Contract has been performed and observed and until each and every liability of the Supplier under the Contract has been satisfied in full.

9. Third Party Rights

9.1 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. Notices

- 10.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- Any notice given pursuant to this clause will be deemed to have been served as follows:
 - 10.2.1 if delivered personally, at the time of delivery; and
 - 10.2.2 if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

11. [Agency²

- 11.1 The Guarantor irrevocably appoints [insert name of Guarantor's agent] [insert UK Address for the Guarantor's agent] as its agent to receive on its behalf in England service of any court proceedings or documents under clause 12.
- 11.2 Such service shall be deemed completed on delivery to such agent in accordance with clause 10 (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Purchaser has received prior written notice that such agent has ceased to act as agent.
- 11.3 If for any reason such agent ceases to be able to act as agent or no longer has an address in England, the Guarantor shall forthwith appoint a substitute acceptable to the Purchaser and deliver to the Purchaser the new agent's name and address within England.]

12. Governing Law

The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

² This clause 11 is only to be included where the Guarantor is a company that is not registered in the United Kingdom. If not used, delete the wording and mark it as "Not Used", retaining the numbering of the clause in the document.

Execution Page

Occupation:

This deed has been executed as a debeginning of this deed.	leed and delivered on the date stated at the
Executed as a deed by [GUARANTOR] acting by [name of director] in the presence of:	Director:
Name of witness:	
Signature of witness:	
Address:	

Executed as a deed by [GUARANTOR] acting by:	Director:
Director:	
[NAME]	
Director/Secretary:	
[NAME]	

		Specification
Item Ref	National Highways Product Requirement	Reference
General	Uniform & PPE	
Footwear		
B-001	Ultimate Safety Boot (or equivalent)	DS001
B-002	Impacto Met Guard (or equivalent)	DS002
B-003	Metatarsal Guard Lace	DS003
B-004	Ladies Composite Boot	DS004
B-005	Safety Wellington Boot	DS005
B-006	Steitz Oslo Boot	DS006
B-007	Steitz Stavanger Boot	DS007
B-008	Padded Boot	DS008
B-009	Waterproof Boot	DS009
B-010	Boot Winter Traction Aid (Yaktrax)	DS010
B-011	Actifresh Insoles (or equivalent)	DS110
B-012	Metatarsal Boot (Tomcat) (or equivalent)	DS011
B-013	All Weather Boot	DS012
B-014	Mirtex Waterproof Lined Boot (or equivalent)	DS013
B-015	Metatarsal Protection Boot	DS014
B-016	Ladies Boot (Wanda) (or equivalent)	DS015
B-017	Magnum Boots - Strike Force 6.0 (Short Length) and 8.0 (Higher Length) (or	DS016
Headwear		
B-018	Beanie Hat	DS017
B-019	Outback Hat (with chin strap)	DS018
B-020	Summer Baseball Cap	DS019
B-021	Winter Ice Cap	DS020
B-022	Manta Safety Helmet (with visor)	DS021
B-023	Head Lamp (Petzl Pixa 3)	DS022
B-024	Head Light (Ultra Power - Pa64)	DS023
B-025	In Case Of Emergency (I.C.E) Tag	DS024
B-026	Headlight Helmet Clips (pack of 100)	DS025
B-027	Helmet Chin Straps (Pack Of 10)	DS026

B-028	Clip On Ear Defenders	DS027
B-029	Climbing Helmet (Petzl Vertex Vent)	DS028
B-030	Safety Helmet (Quartz Up IV)	DS029
B-031	Blue Safety Helmet (Endurance) (or equivalent)	DS030
B-032	Helmet Winter Liner - (Delta Plus) (or equivalent)	DS031
B-033	Helmet Winter Liner (Portwest) (or equivalent)	DS032
PPE - Glo	ves	
B-034	Criss Cross Glove (A130)	DS033
B-035	Debris Glove	DS034
B-036	Sealskinz Gloves	DS035
B-037	Ladies Sealskinz Gloves	DS036
B-038	Cut Resistant Gloves	DS037
B-039	Artic Winter Glove (A146) (or equivalent)	DS038
B-040	Latex Grip Gloves (A100) (or equivalent)	DS039
B-041	Debris Gloves (Granite 5 Beta) (or equivalent)	DS040
B-042	Debris Gloves (Firemaster) (or equivalent)	DS041
B-043	Dog Bite Sleeve (Euro Joe)	DS042
PPE - Safe	ety Wear	
B-044	Classic Safety Spectacles (Portwest) (or equivalent)	DS043
B-045	Safety Glasses (Op-Tema) (or equivalent)	DS044
B-046	Safety Goggles (Storm) (or equivalent)	DS045
B-047	Life Jacket (Mullion Compact 150) (or equivalent)	DS046
B-048	Safety Spectacles (Defender - Clear Lens) (or equivalent)	DS047
B-049	Safety Spectacles (Defender - Smoke Lens) (or equivalent)	DS048
B-050	Over Spectacle Safety Glasses	DS049
B-051	Storm Coat - Yellow (Pulsar P187) (or equivalent)	DS050
B-052	Bomber Jacket - Yellow (Pulsar P191) (or equivalent)	DS051
B-053	Bomber Jacket - Orange (Pulsarail Pr496) (or equivalent)	DS052
B-054	Waistcoat - Yellow, Long Sleeved Zipped (Pulsar P201) (or equivalent)	DS053
B-055	Storm Coat - Yellow (Ladies Fit) (or equivalent)	DS054
B-056	Storm Coat - Orange (Ladies Fit) (or equivalent)	DS055
D-030	To the state of th	

B-058	Waistcoat - Orange, Long Sleeved Hook and Loop Closure (Portwest C473) (or	DS057
B-059	equivalent)	DS058
	Polo Shirt - Orange, Long Sleeved (Pulsarail Pr470) (or equivalent)	
B-060	Sweatshirt - Yellow, Class 3	DS059
B-061	Soft Shell Jacket - Yellow (Pulsar P534)	DS060
B-062	Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706)	DS061
PPE - Tro		Denea
B-063	Waterproof Over Trousers - Yellow	DS062
B-064	Waterproof Over Trousers - Yellow, Ladies Fit	DS063
B-065	Waterproof Over Trousers - Yellow, Short Leg	DS064
B-066	Waterproof Over Trousers - Yellow, Ladies Fit (Hannaford C2) (or equivalent)	DS065
B-067	Waterproof Over Trousers - Orange (Pulsar P206) (or equivalent)	DS066
B-068	Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent)	DS067
B-069	Work Trouser - Orange, Teflon (Pulsarail Pr336) (or equivalent)	DS068
B-070	Work Trouser - Yellow, Teflon (Pulsar P346) (or equivalent)	DS069
B-071	Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent)	DS070
B-072	Work Trouser - Orange, Teflon, Ladies Fit (Pulsar PR336LDS) (or equivalent)	DS071
Uniform -	Garment	
B-073	Cardigan - Ladies Fit	DS072
B-074	Cardigan - Male Fit	DS073
B-075	Shirt with Epaulettes - White Long Sleeved Male Fit	DS074
B-076	Shirt with Epaulettes - White Short Sleeved Male Fit	DS075
B-077	Polo Shirt with Epaulettes - Navy Short Sleeved Male Fit	DS076
B-078	Polo Shirt - Navy Short Sleeved Male Fit	DS077
B-079	Shirt with Epaulettes - White Long Sleeved Ladies Fit	DS078
B-080	Shirt with Epaulettes - White Short Sleeved Ladies Fit	DS079
B-081	Polo Shirt with Epaulettes - Navy Short Sleeved Ladies Fit	DS080
B-082	Polo Shirt - Navy Short Sleeved Ladies Fit	DS081
B-083	Trouser - Navy Ladies Fit	DS082
B-084	Skirt - Navy	DS083
B-085	Jumper - Navy Nato Style	DS084
B-086	Fleece Jacket - Navy	DS085

B-087	Soft Shell Bodywarmer - Navy Male Fit	DS086		
B-088	Soft Shell Bodywarmer - Navy Ladies Fit	DS087		
B-089	Storm Fleece Jacket - Navy	DS088		
B-090	Summer Shirt with Epaulettes - White Short Sleeved Male Fit	DS089		
B-091	Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent)	DS090		
B-092	Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent)	DS091		
B-093	Cool/Dry Polo Shirt - Navy Short Sleeved Unisex	DS092		
	Underwear			
B-094	Thermal Top - White Long Sleeved Male Fit	DS093		
B-095	Thermal Top - White Short Sleeved Male Fit	DS094		
B-096	Thermal Top - White Long Sleeved Ladies Fit	DS095		
B-097	Thermal Top - White Short Sleeved Ladies Fit	DS096		
B-098	Thermal Longpants - Navy Male Fit	DS097		
B-099	Thermal Longpants - White Ladies Fit	DS098		
Uniform - Accessories				
B-100	Tie - Clip-On - Navy Regular Length	DS099		
B-101	Tie - Clip-On - Navy Short Length	DS100		
B-102	Neck Gaiter - Black (Polartec) (or equivalent)	DS101		
B-103	Belt - Back Leather, Male	DS102		
B-104	Belt - Black Leather, Ladies	DS103		
B-105	Case for Safety Glasses with Pull Cord	DS104		
B-106	Safety Whistle	DS105		
B-107	Kit Bag - Navy Large	DS106		
B-108	Kit Bag - Navy Small	DS107		
B-109	Klickfast Radio and Body Worn Camera Docking Station	DS108		
B-110	Holdall Bag (Asset Delivery)	DS109		
B-111	Rucksack - Yellow	DS111		
Bespok	e Uniform			
PPE - Outerwear				
C-001	Summer Bomber Jacket (Traffic Officer)	DS115		
C-002	Summer Bomber Jacket Non-Elasticated (Traffic Officer)	DS116		
C-003	Gore-Tex Storm Jacket (Traffic Officer)	DS114		

C-004	Gore-Tex Bomber Jacket (Traffic Officer)	DS112
C-005	Gore-Tex Bomber Jacket - Ladies Fit (Traffic Officer)	DS113
Uniform -	Trousers	
C-006	Combat Trouser - Navy Male Fit	DS119
C-007	Enhanced Combat Trouser - Male Fit (Traffic Officer)	DS117
C-008	Combat Trouser - Navy Ladies Fit	DS120
C-009	Enhanced Combat Trousers - Ladies Fit (Traffic Officer)	DS118
Uniform - Epaulettes		
C-010	Epaulettes - Navy (No Bars)	DS121
C-011	Epaulettes - Navy (1 x Bar)	DS121
C-012	Epaulettes - Navy (2 x Bars)	DS121



ANNEX 12 - PURCHASER'S DELIVERY LOCATIONS

MAP



NATIONAL HIGHWAYS DELIVERY LOCATIONS		
Geographical Region	Office	Address
	Yorkshire and North East Regional Office	
	North East Regional Operating Centre	
	Asset Delivery Area 14 Office	
NORTH EAST	Asset Delivery Area 12 Office	
	NE Asset Delivery	
	North East Traffic Officer Outstation:	
	North East Traffic Officer Outstation:	

	,
	North East Traffic Officer Outstation:
	North East Traffic Officer Outstation:
	North East Traffic Officer
	North West Regional Office # 1
	North West Regional Office # 2
	North West Regional Operating Centre
NORTH WEST	Asset Delivery Area 13
	Asset Delivery Area 10
	North West Traffic Officer Outstation:

	North West Traffic Officer Outstation:	
	North West Traffic Officer Outstation:	
	North West Traffic Officer	
	North West Traffic Officer	
	North West Traffic Officer	
	Midlands Regional Office # 1	
MIDLANDS	Midlands Regional Office # 2	
	National Traffic Operating Centre	

East Midlands Regional Operating Centre	
West Midlands Regional Operating Centre	
East Midlands Traffic Officer Outstation:	
East Midlands Traffic Officer Outstation:	
East Midlands Traffic Officer	
East Midlands – Asset Delivery Office Location	

	West Midlands ROC	
	West Midlands Traffic Officer	
EAST	East Regional Office # 1 / Asset Delivery Area 6 & 8 Office (All Asset Deliveries are made to	

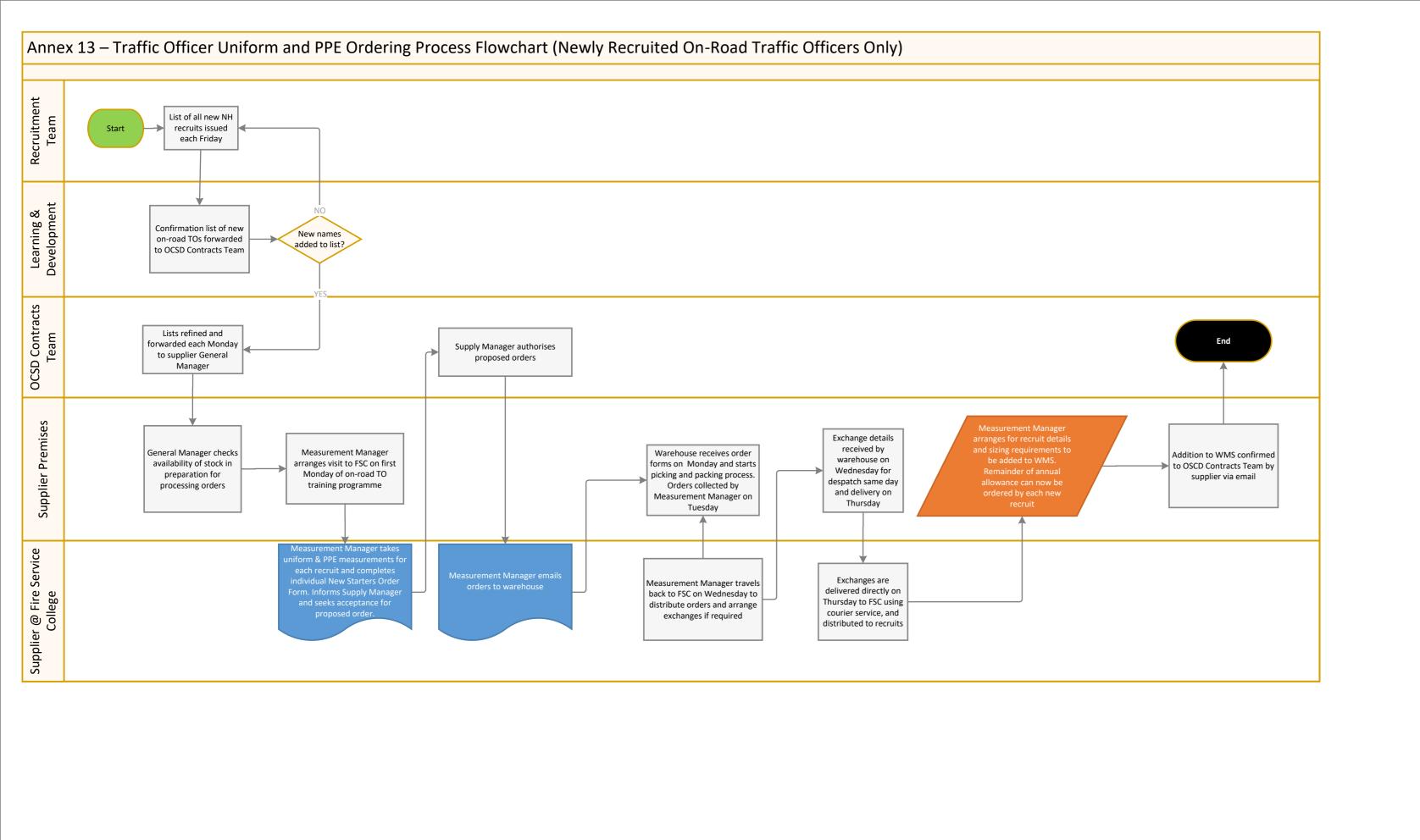
East Regional Office # 2 Office open - deliveries made to	
East Regional Office # 3 Office open - deliveries made to	
East Regional Operating Centre	
East Traffic Officer Outstation:	

	East Traffic Officer Depot	
	East Traffic Officer Depot	
	East Traffic Officer Depot	
	South East Regional Office	
	South East Regional Operating Centre	
	Asset Delivery Area 4 Office #1	
SOUTH EAST	Asset Delivery Area 4 Office # 2	
	Asset Delivery Area 3 Office # 1	
	Asset Delivery Area 3 Office # 2	
	South East Traffic Officer	

	South East Traffic Officer	
	South East Traffic Officer	
	South East Traffic Officer	
	South East Traffic Officer	
	South West Regional Office	
	South West Regional Operating Centre	
SOUTH WEST	Asset Delivery Area 1 & 2 Office # 1	
	Asset Delivery Area 1 & 2 Office # 2	

	South West Traffic Officer Depot:	
	South West Traffic Officer Depot:	
	South West Traffic Officer	
	South West Office	
Traffic Officer Learning Centres	Quinton (Midlands)	

Training Centre	Fire and Rescue College	
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NATIONAL HIGHWAYS UNIFORM AND PPE STOCK VALUE AND PRODUCT VOLUME SUMMARY

Data in this sheet is accurate as of June 2023

Prod. Design spec. ref.	Item Description	Commercial workbook Ref
DS001	Ultimate Safety Boot	B-001
DS002	Impacto Met Guard	B-002
DS003	Metguard Lace	B-003
DS004	Ladies Composite Boot	B-004
DS005	Safety Wellington Boot	B-005
DS006	Steitz Oslo Boot	B-006
DS007	Steitz Stavanger Boot	B-007
DS008	Padded Boot	B-008
DS009	Waterproof Boot	B-009
DS010	Boot Winter Traction Aid (Yaktrax)	B-010
DS011	Metatarsal Boot (Tomcat)	B-012
DS012	All Weather Boot	B-013
DS013	Mirtex Waterproof Lined Boot	B-014
DS014	Metatarsal Protection Boot	B-015
DS015	Ladies Boot (Wanda)	B-016
DS017	Beanie Hat	B-018
DS018	Outback Hat (with chin strap)	B-019
DS019	Summer Baseball Cap	B-020
DS020	Winter Ice Cap	B-021
DS021	Manta Safety Helmet (with visor)	B-022
DS022	Head Lamp (Petzl Pixa 3)	B-023
DS023	Head Light (Ultra Power - Pa64)	B-024
DS024	In Case Of Emergency (I.C.E) Tag	B-025
DS025	Headlight Helmet Clips (pack of 100)	B-026
DS026	Helmet Chin Straps (Pack Of 10)	B-027
DS027	Clip On Ear Defenders	B-028
DS028	Climbing Helmet (Petzl Vertex Vent)	B-029

DS029	Safety Helmet (Quartz Up Iv)	B-030
DS030	Blue Safety Helmet (Endurance)	B-031
DS031	Helmet Winter Liner - (Delta Plus)	B-032
DS032	Helmet Winter Liner (Portwest)	B-033
DS033	Criss Cross Glove (A130)	B-034
DS034	Debris Glove	B-035
DS035	Sealskinz Gloves	B-036
DS036	Ladies Sealskinz Gloves	B-037
DS037	Cut Resistant Gloves	B-038
DS038	Artic Winter Glove (A146)	B-039
DS039	Latex Grip Gloves (A100)	B-040
DS040	Debris Gloves (Granite 5 Beta)	B-041
DS041	Debris Gloves (Firemaster)	B-042
DS042	Dog Bite Sleeve (Euro Joe)	B-043
DS043	Classic Safety Spectacles (Portwest)	B-044
DS044	Safety Glasses (Op-Tema)	B-045
DS045	Safety Goggles (Storm)	B-046
DS046	Life Jacket (Mullion Compact 150)	B-047
DS047	Safety Spectacles (Defender - Clear Lens)	B-048
DS048	Safety Spectacles (Defender - Smoke Lens)	B-049
DS049	Over Spectacle Safety Glasses	B-050
DS050	Storm Coat - Yellow (Pulsar P187)	B-051
DS051	Bomber Jacket - Yellow (Pulsar P191)	B-052
DS052	Bomber Jacket - Orange (Pulsarail Pr496)	B-053
DS053	Waistcoat - Yellow, Long Sleeved Zipped (Pulsar P201)	B-054
DS054	Storm Coat - Yellow (Ladies Fit)	B-055
DS055	Storm Coat - Orange (Ladies Fit)	B-056
DS056	Storm Coat - Orange (Pulsar P187)	B-057
DS057	Waistcoat - Orange, Long Sleeved Hook and Loop Closure (Portwest C473)	B-058
DS058	Polo Shirt - Orange, Long Sleeved (Pulsarail Pr470)	B-059
DS059	Sweatshirt - Yellow, Class 3	B-060
DS060	Soft Shell Jacket - Yellow (Pulsar P534)	B-061

DS061	Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706)	B-062	
DS062	Waterproof Over Trousers - Yellow	B-063	
DS063	Waterproof Over Trousers - Yellow, Ladies Fit	B-064	
DS064	Waterproof Over Trousers - Yellow, Short Leg	B-065	
DS065	Waterproof Over Trousers - Yellow, Ladies Fit (Hannaford C2)	B-066	
DS066	Waterproof Over Trousers - Orange (Pulsar P206)	B-067	
DS067	Waterproof Over Trousers - Yellow (Pulsar P206)	B-068	
DS068	Work Trouser - Orange, Teflon (Pulsarail Pr336)	B-069	
DS069	Work Trouser - Yellow, Teflon (Pulsar P346)	B-070	
DS070	Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS)	B-071	
DS071	Work Trouser - Orange, Teflon, Ladies Fit (Pulsar PR336LDS)	B-072	
DS072	Cardigan - Ladies Fit	B-073	
DS073	Cardigan - Male Fit	B-074	
DS074	Shirt with Epaulettes - White Long Sleeved Male Fit	B-075	
DS075	Shirt with Epaulettes - White Short Sleeved Male Fit	B-076	
DS076	Polo Shirt with Epaulettes - Navy Short Sleeved Male Fit	B-077	
DS077	Polo Shirt - Navy Short Sleeved Male Fit	B-078	
DS078	Shirt with Epaulettes - White Long Sleeved Ladies Fit	B-079	
DS079	Shirt with Epaulettes - White Short Sleeved Ladies Fit	B-080	
DS080	Polo Shirt with Epaulettes - Navy Short Sleeved Ladies Fit	B-081	
DS081	Polo Shirt - Navy Short Sleeved Ladies Fit	B-082	
DS082	Trouser - Navy Ladies Fit	B-083	
DS083	Skirt - Navy	B-084	
DS084	Jumper - Navy Nato Style	B-085	
DS085	Fleece Jacket - Navy	B-086	
DS086	Soft Shell Bodywarmer - Navy Male Fit	B-087	
DS087	Soft Shell Bodywarmer - Navy Ladies Fit	B-088	
DS088	Storm Fleece Jacket - Navy	B-089	
DS089	Summer Shirt with Epaulettes - White Short Sleeved Male Fit	B-090	
DS090	Fleece Jacket - Navy (Orn 300gsm 3200)	B-091	
DS091	Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260)	B-092	
DS092	Cool/Dry Polo Shirt - Navy Short Sleeved Unisex	B-093	

DS093	Thermal Top - White Long Sleeved Male Fit	B-094
DS094	Thermal Top - White Short Sleeved Male Fit	B-095
DS095	Thermal Top - White Long Sleeved Ladies Fit	B-096
DS096	Thermal Top - White Short Sleeved Ladies Fit	B-097
DS097	Thermal Longpants - Navy Male Fit	B-098
DS098	Thermal Longpants - White Ladies Fit	B-099
DS099	Tie - Clip-On - Navy Regular Length	B-100
DS100	Tie - Clip-On - Navy Short Length	B-101
DS101	Neck Gaiter - Black (Polartec)	B-102
DS102	Belt - Back Leather, Male	B-103
DS103	Belt - Black Leather, Ladies	B-104
DS104	Case for Safety Glasses with Pull Cord	B-105
DS105	Safety Whistle	B-106
DS106	Kit Bag - Navy Large	B-107
DS107	Kit Bag - Navy Small	B-108
DS108	Klickfast Radio and Body Worn Camera Docking Station	B-109
DS109	Holdall Bag - AD	B-110
DS110	SAFETY WELLINGTONS WSM30 (BLACK) - SUPERCEDED	(blank)
DS111	Rucksack - Yellow	B-111
DS112	Gore-Tex Bomber lacket (Traffic Officer)	C-004
DS113	Gore-Tex Bomber lacket - Ladies Fit (Traffic Officer)	C-005
DS114	Gore-Tex Storm lacket (Traffic Officer)	C-003
DS115	Summer Bomber lacket (Traffic Officer)	C-001
DS116	Summer Bomber lacket Non-Elasticated (Traffic Officer)	C-002
DS117	Enhanced Combat Trouser - Male Fit (Traffic Officer)	C-007
DS118	Enhanced Combat Trousers - Ladies Fit (Traffic Officer)	C-009
DS119	Combat Trouser - Navy Male Fit	C-006
DS120	Combat Trouser - Navy Ladies Fit	C-008
N/A	Actifresh Insoles	B-011
N/A	CARGO BUCKET HAT (NAVY) - NO LONGER USED	(blank)
N/A	COV-BEECHFIELD BUMP CAP B535 (HI-VIS YELLOW) - NO LONGER USED	(blank)
N/A	DCELL BELT LOOP HOLDER (BLACK) - NO LONGER USED	(blank)

N/A	GT W/S GLOVE-XS/M/L+XL USE8315 (BLACK) - NO LONGER USED	(blank)
N/A	HA LADIES SUMMER SHIRT HA734 (WHITE+TAB) - NO LONGER USED	(blank)
N/A	HA MENS CLASSIC TROUSERS (NAVY) - NO LONGER USED	(blank)
N/A	HA-LADIES HELENE TRS WWT331 (NAVY) - NO LONGER USED	(blank)
N/A	HA-LADIES SKIRTS S001-SPECIAL (NAVY) - NO LONGER USED	(blank)
N/A	HA-LADIES TRS T001-SPECIAL (NAVY) - NO LONGER USED	(blank)
N/A	HE INCIDENT COMMANDER BIBS (HI-VIS YELLOW) - PENDING REDESIGN	(blank)
N/A	HIGHWAYS GT WINTER ICE CAP (BLACK/WHITE EMB) - SUPERCEEDED	(blank)
N/A	KEVLAR LEATHER GLOVES 01994A (BLACK) - NO LONGER USED	(blank)
N/A	LADIES COMBAT TROUSER - HA (NAVY) - NO LONGER USED	(blank)
N/A	LEGIONNAIRES STYLE HAT (ROYAL BLUE) - NO LONGER USED	(blank)
N/A	MAGLITE TORCH 2D CELL - S2D015 (BLACK) - NO LONGER USED	(blank)
N/A	MENS COMBAT TROUSER - HA (NAVY) - NO LONGER USED	(blank)

Totals



National Highways Limited

Scope Implementation Plan Annex 15

LIST OF CONTENTS

1	DEFINITIONS	. 3
2	AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN	. 3
3	REVIEWING AND CHANGING THE IMPLEMENTATION PLAN	. 5
4	SECURITY REQUIREMENTS BEFORE THE GO LIVE DATE	. 6
5	WHAT TO DO IF THERE IS A DELAY	. 6
6	IMPLEMENTATION PLAN	. 6

1 DEFINITIONS

2.3

In this annex, the following definitions have the following meanings and they supplement the Defined Terms set out **Annex 01**:

Delay		a) a delay in the achievement of a milestone by its Milestone Date or		
		b) a delay in the design, development, testing or implementation of a Deliverable Item by the relevant date set out in the Implementation Plan.		
Deliverable Item		an item or feature in the supply of the Deliverables delivered or to be delivered by the <i>Supplier</i> on or before a Milestone Date.		
Deliverables		The goods and services provided by the Supplier		
Implementation Period		is the period of time from the Contract Date up to but not including the Go Live Date.		
Implementation Plan		is the plan produced by the <i>Supplier</i> in accordance with Annex 15 and accepted by the <i>Supply Manager</i> .		
Milestone		an event or task described in this annex and the Implementation Plan which, if applicable, is to be completed by the relevant Milestone Date.		
Milestone Date		the date stipulated in this annex on or before which the associated Milestone is to be achieved, unless changed in accordance with the contract.		
2 AGR	2 AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN			
2.1	The Implement by the Go L	mentation Plan sets out how the <i>Supplier</i> will meet the Deliverables Live Date.		
2.2		e requirement for the Implementation Plan is set out in section 6. The <i>Supplier</i> vides a draft Implementation Plan twenty (20) working days after the Contract e.		

contains information at the level of detail necessary to manage the Implementation Period effectively and as the *Purchaser* may otherwise

takes account of all dependencies known to, or which should reasonably

The draft Implementation Plan

be known to, the Supplier.

require and

2.4	The Supplier submits the draft Implementation Plan to the Supply Manager for acceptance. A reason for not accepting the draft plan is
	 it does not comply with the contract,
	 it does not provide sufficient detail or information to enable the Supply Manager to understand the Supplier's action or Supplier's interactions to deliver any Milestone by the relevant Milestone Date
	• it does not provide sufficient detail or information to enable the <i>Supply Manager</i> to understand the <i>Supplier's</i> action or <i>Supplier's</i> interactions to deliver any Deliverable Item by the relevant date set in the contract.
2.5	Following receipt of the draft Implementation Plan from the Supplier, if the Supply Manager cannot accept the Implementation Plan then the Supply Manager and the Supplier meet to agree the necessary changes to the contents of the plan. If the Supply Manager and the Supplier cannot agree the amendments to the contents of the plan within twenty (20) working days of its submission, then the Supplier updates the content inline with the Supply Manager's direction.
2.6	The Supplier provides each of the Deliverable Items identified in the Implementation Plan by the earlier of
	relevant Milestone Date or
	the date stated in the Implementation Plan
	so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
2.7	The Supplier monitors its performance and progress against the Implementation Plan and milestones and report to the Supply Manager on such performance and progress weekly.

3 REVII	EWING AND CHANGING THE IMPLEMENTATION PLAN
3.1	The Supplier keeps the Implementation Plan under weekly review and updates it on a regular basis during the Implementation Period.
3.2	The Supply Manager may instruct the Supplier to make any reasonable changes or provisions in each version of the Implementation Plan.
3.3	The Supplier remains compliant with the Implementation Plan to enable it to meet the Milestones by the Milestone Date.
3.4	The Supplier updates any aspect of the Implementation Plan for any reason such as
	an actual or perceived Delay, a prepased shapped to the Milestone Date or
	 a proposed changed to the Milestone Date or a proposed change to the Implementation Plan to mitigate risks in not meeting a Milestone or Milestone Dates.
3.5	The Supplier updates and submits the updated Implementation Plan to the Supply Manager for acceptance within five (5) working days. A reason for not accepting the updated plan is
	 it does not comply with the contract,
	 it does not provide sufficient detail or information to enable the Supply Manager to understand the Supplier's action or Supplier's interactions to deliver any Milestone by the relevant Milestone Date, or
	• it does not provide sufficient detail or information to enable the Supply Manager to understand the Supplier's action or Supplier's interactions to deliver any Deliverable Item by the relevant date set in the contract.
3.6	Time in relation to compliance with the Implementation Plan is of the essence and failure of the <i>Supplier</i> to comply with the Implementation Plan is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.

4 SECURITY REQUIREMENTS BEFORE THE GO LIVE DATE 4.1 Where the Service Manager instructs the Supplier to attend the Fire Service College (see Scope section S115.3) or requests attendance at any of the delivery locations detailed in Annex 12, the Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that Staff have the necessary security clearance in place before the contract Go Live Date. The Supplier includes this in the Implementation Plan. 4.2 The Supplier ensures that Staff requiring access to the Purchaser's premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance is sufficient for access. 4.3 Before attendance and any *Purchaser's* premises, the *Supplier* confirms if any of the Purchaser's premises require Staff to be accompanied/escorted by the *Purchaser's* staff. When requested the *Supply Manager* advises the Supplier of the notice of period required to arrange such escorts. The Service Manager is given reasonable notice of such a requirement, except in the case of emergency access. 5 WHAT TO DO IF THERE IS A DELAY 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under thie contract it notifies the Supply Manager as soon as practically possible and no later than within two (2) working days from becoming aware of the Delay or anticipated Delay, includes in its notification an explanation of the actual or anticipated impact of the Delay, undertakes any reasonable action in order to address the impact of the Delay or anticipated Delay and use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay. 6 **IMPLEMENTATION PLAN** 6.1 During the Implementation Period, the incumbent supplier retains full responsibility for the supply of goods and services until the Go Live Date.

6.2	In accordance with the Implementation Plan, the Supplier
	 works cooperatively and in partnership with the Supply Manager and incumbent supplier to ensure a mutually beneficial handover of the existing stock held by the incumbent supplier,
	 tests and deploys the online order system by liaising and working cooperatively with the Supply Manager and Purchaser's IT department prior to the Go Live Date (see Scope section 115.16) and
	liaises with the incumbent supplier to enable the full completion of the Implementation Period activities.
6.3	The Implementation Plan includes
	 how the Supplier works with the incumbent supplier, the Supply Manager and the Purchaser to capture and load up information such as stock, inventory and Purchaser's staff data and a communications plan.
6.4	The Supplier produces the communications plan for acceptance by the Supply Manager. The plan includes the frequency, responsibility for and nature of communication with the Supply Manager, the Purchaser and end users of the goods and services.

6.4 In addition, the *Supplier*

- appoints an authorised representative who is responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and acts as a point of contact for the *Purchaser*,
- mobilises all the services specified in the Scope within the contract,
- manages and report progress against the Implementation Plan,
- constructs and maintain an Implementation risk and issue register in conjunction with the Supply Manager detailing how risks and issues will be effectively communicated to the Purchaser in order to mitigate them,
- attends weekly progress meetings in accordance with the Supply Manager's instruction during the Implementation Period.
 Implementation meetings are chaired by the Supply Manager and all meeting minutes are be kept and published by the Supply Manager and
- ensures that all risks associated with the Implementation Period are minimised, resulting in a effective and efficient transfer of responsibility for providing the goods and services between the incumbent supplier and the Supplier by the Go Live Date.

The Implementation Milestones to be achieved are identified below and the Milestone Dates:

Milestone	Deliverable Items	Duration	Milestone Date	Purchaser Responsibilities
Supply of goods and services	The Supplier is ready to Provide the Goods and Services as identified in the Scope by the Go Live Date.	Up to 4 months for set up, and ongoing supply to Purchaser for duration of contract.	31 st March 2024	The Purchaser provides relevant and updated data to enable the Supplier to prepare for the Go Live Date.
Transfer of Stock	Transfer of stock from incumbent supplier to Supplier.	Preperation up to 4 months prior to the Go Live Date, with transfer - / + 5 days of the Go Live Date	31st March 2024	The Supply Manager to provide information to the Supplier about incumbent supplier and stock held ready for transfer. Stock levels are reported by the Service Manager • within 7 days of the Contract Date, • on each subsequen t 2 nd working day of each month thereafter and • with a final report provided on the day of transfer.

Supply of an on-line electronic ordering platform	The Supplier to set up, test and supply an on-line electronic ordering platform (or an agreed contingency arrangement) in line with the contract.	3 months for set up, and ongoing supply to Purchaser for duration of the contract and delivery of the final Batch Order.	31 st March 2024	The Supply Manager provides information as contained within the Scope, i.e Annex 10, 11 and 12.
Initial stock check	The Supplier completes an initial stock check, for all stock that is transferred from 3 rd party premises.	1 month for initial stock check and then stock checks every month.	30 th April 2024	The Supply Manager makes available, information to the Supplier about current stock levels, to assist the transfer of stock to the Supplier.
Monthly spend forecasting.	The Supplier provides the Supply Manager with an initial monthly forecast for the first 12-months from the Go Live Date financial forecast.	4 months	30 th April 2024	The Supply Manager provides the Supplier with historical data to aid the Supplier in forecasting for an initial 12- months period.



National Highways Limited

Scope Demobilisation Plan Annex 16

LIST OF CONTENTS

1	DEFINITIONS	3
2	INTRODUCTION	3
3	DEMOBILISATION PLAN REQUIREMENTS	4
4	DEMOBILISATION INFORMATION	6

1 DEFINITIONS

In this annex, the following definitions shall have the following meanings and they shall supplement the Defined Terms set out **Annex 01**:

Demobilisation Information	has the meaning given to it in paragraph 0 of this Annex;
Demobilisation Plan	has the meaning given to it is paragraph 3.2 of this Annex
Demobilisation Period	is the 6 months preceding and leading up to the expiry of the contract
2 INTRODUCTION	

- 2.1 This section describes provisions that should be included in the demobilisation plan, the duties and responsibilities of the *Supplier* to the *Purchaser*, leading up to and covering the contract expiry and the transfer of goods and services to the *Purchaser* or replacement *Supplier*.
- 2.2 The objectives of demobilisation and any transfer arrangements are to ensure a smooth transition of the availability of the goods and/or services from the *Supplier* to the *Purchaser* and / or replacement *Supplier*.
- The *Supplier* produces and regularly updates a Demobilisation Plan. The Demobilisation Plan supports the *Purchaser* to ensure a smooth transition of the availability of the Goods and/or Services from the *Supplier* to a replacement *Supplier* at contract expiry.
- 2.4 The *Supplier* submits a draft Demobilisation Plan to the *Supply Manager* within 6 months of the Go Live date for acceptance. The *Supply Manager* declines or accepts within the period for reply. The *Supplier* will revise and re-submit the draft Demobilisation Plan as required until acceptance. A reason for not accepting the Demobilisation Plan is it
 - does not meet the Purchaser's requirements,
 - the timescales are not achievable or
 - hinders the *Purchaser* or Others.

3 DEMO	DBILISATION PLAN REQUIREMENTS
3.1	The Demobilisation Plan is the plan that describes activities, actions, risks and timescales that either the <i>Supplier</i> or the <i>Purchaser</i> needs to undertake to prepare for the expiry of the contract.
3.2	 detailed descriptions of all of the necessary transfer and demobilisation processes, a programme and estimated timescales, proposals for the preparation of all of the <i>Purchaser's</i> pre-purchased stock for transfer to a replacement supplier, proposals for the transfer of all of the <i>Purchaser's</i> pre-purchased stock, held by the <i>Supplier</i>, to the replacement supplier, proposals for the disposal of any items of stock no longer required, the management structure to be employed by the <i>Supplier</i> to support the demobilisation how the <i>Supplier</i> ensures that there is no disruption to or degradation to Providing the Goods and Services during the Demobilisation Period and any other information or assistance reasonably required by the <i>Purchaser</i> or a replacement supplier.

3.2 Further details of the Demobilisation Plan contains is

Title	Description
Supply of goods and services	How the <i>Supplier</i> Provides the Goods and Services as identified in the Scope up to the later of the date of any termination, instruction under Z17, the <i>end date</i> and the Delivery Date.
Transfer of Stock	How the <i>Supplier</i> maintains, prepares and transfers stock to the new supplier.
Data and documentation	How the <i>Supplier</i> manages any data collected including that used for the online ordering system during the Demobilisation Period How the <i>Supplier</i> transfers any relevant data and any IPR owned by the <i>Purchaser</i>
Processes	How the goods and/or any services will cease, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the <i>Purchaser's</i> technology components from any technology components operated by the <i>Supplier</i> .
Demobilisation Information	The Demobilisation Information
Reasonable Assistance	The proposals for the supply of any other information or assistance instructed by the <i>Supply Manager</i> as required by the <i>Purchaser</i> in order to affect an orderly handover of the provision of the goods and services to the replacement supplier.
Programme	The timescales for completing activities within the Demobilisation Plan, who is responsible, the management structure and actions required.
Accounts and Payments	How the <i>Supplier</i> arranges for a final account to be reconciled including processes for final amount due see clause 53.

3.3 The *Supplier* reviews, maintains and updates the Demobilisation Plan

- every 6 months,
- twenty (20) working days following an instruction to review and update from the *Supply Manager*,
- twenty (20) working days from the date of a final Corrective Action Plan or
- should there be a change in the content of an accepted Demobilisation Plan.

4 DEMOBILISATION INFORMATION

- 4.1 The *Supplier* when instructed by the *Supply Manager* provides information within the *period for reply* that may support the *Purchaser* in order to facilitate the preparation of any future tender or replacement supplier. This information contains
 - details of the items including descriptions, sizes, images, and any other relevant information,
 - an inventory of Purchaser's stock in the Supplier's possession or control.
 - all data relating to orders such as volume, locations, size, number or items or any other relevant information,
 - all data relating to forecasts used for inventory purposes directly relating to this contract and
 - any such other material and information as the requested by the Supply Manager

together, the "Demobilisation Information".

- 4.2 The *Supplier* ensures the Demobilisation Information is accurate and complete by updating it when
 - the Demobilisation Plan is periodically reviewed and updated or
 - instructed by the Supply Manager.



National Highways Limited

NEC4 Supply Contract

(June 2017 with amendments January 2019 and October 2020)

Contract Data Part 1

in relation to goods and services for

Uniforms and Personal Protective Equipment (PPE) 2024

Contract Data

PART ONE - DATA PROVIDED BY THE PURCHASER

1. General

The conditions of contract are the core clauses and the clauses for the following Options of the NEC4 Supply Contract June 2017 (with amendments January 2019 and October 2020)

X1, X11, X13, X18, X20 Options

Y(UK)3Z1 to Z63

The *goods* are Described in the document titled "NEC4 SC Scope - Uniforms &

PPE Scope"

The services are Described in the document titled "NEC4 SC Scope - Uniforms &

PPE Scope"

The Purchaser is:

National Highways Limited, a company incorporated in and in

accordance with the laws of England, having as its registered

number (company No. 09346363) whose registered office is at

Bridge House,

Address for 1 Walnut Tree Close

communications Guildford

Surrey GU1 4LZ

Address for

Name

electronic GeneralCounsel'sTeam@nationalhighways.co.uk and

communications legalservicesinbox@nationalhighways.co.uk

The Supply Manager is

Name Andy Daws, Contracts Team Leader, Operations Customer

Services Division

National Highways,

Address for communications

East Midlands ROC, Eric Belfield House,

8 Lawrence Drive, Nottingham NG8 6PZ

Supply Contract Page 2 of 38 September 2023

National Highways Uniforms and PPE Contract Data

Address for

electronic ppeinbox@nationalhighways.co.uk

communications

The Scope is in A document titled "NEC4 SC Scope - Uniforms & PPE Scope"

The language of the contract is

English

The law of the

contract is the law

England.

of

The period for reply is

2 weeks

except that

is

notification of

1 working day

The period for reply for

deliveries /

collection issues

or delay

The period for

defects is

2 working days

The following matters will be included in the Early Warning Register

[.....]

reply for

Early warning meetings are to be held at intervals no longer than

a calendar month from the Contract Date .

3. Time

The starting date is the Contract Date

The end date is 6 years (312 weeks) after the starting date

The *Supplier* submits revised programmes at intervals no longer than:

Where applicable and unless otherwise agreed – 2 weeks.

.....

If the Purchaser is to state the delivery date of the goods and services.

The delivery date of the goods and services is identified in the Batch Order

National Highways Uniforms and PPE

no The period after the As detailed within the programm Contract Date Implementation Plan (Annex 15 of is within which the the Scope)

identified Supplier to is in part two submit а first if the programme for Contract acceptance is Data:

Bringing the goods

The Supplier does bring the goods to the Delivery Place more than Delivery the Place before the one week before the Delivery Date. Delivery Date.

4. Quality Management

The period after the Contract 30 days

Date within which the Supplier is to submit a quality policy statement and quality plan is

The period between Delivery

30 days and the defects date is

The defect 2 weeks

correction period except that

The defect 2

access weeks Except that

period is

5. Payment

The currency of the contract is the pound sterling (£)

The assessment interval is one month

The *interest rate* % per annum above the Bank of England base 8

30 days of the assessment date

is rate in force from time to time

If the period in which payments are made is not three week

period within which payments are made

The

is

6. Compensation Events

The value engineering percentage is 50%

If there are additional compensation events

These are the additional compensation events

- Where the Supplier provides the goods or services to meet non-standard or special requirements (see paragraph S 115.2 of the Scope) by
 - o adjustment of existing goods or sourcing alternative goods,
 - providing employee-identified maternity goods,
 - o providing a design service for any new or bespoke goods/services or
- Where the Supplier disposes of waste or surplus goods (see paragraph S 312 of the Scope),
- Where the Supplier recommends a change (see paragraph S 215.5 of the Scope) on production methods and processes that may improve quality, reduce production time or price,
- Updates and additions to Scope Annex 12 the Purchaser's delivery locations,
- Where the Supply Manager instructs the Supplier to take measures to prevent unauthorised persons being admitted on to the Purchaser's premises that are additional to those required by the Scope (see Scope paragraph S 304.16.2),
- Where the Supply Manager updates the service performance levels (see section S 320.1),
- Where the *Supply Manager* instructs the *Supplier* to support testing and inspections on behalf of the *Purchaser* (see Scope section S 705) or
- Where the *Supply Manager* instructs the *Supplier* to provide additional reasonable assistance for the demobilisation (see Scope Annex 16 Demobilisation Plan).

8. Liabilities and insurance

If there are additional *Purchaser's* liabilities

These are the additional Purchaser's liabilities:

1) goods n/a manufactur ed between design agreement and any further instructions see Scope paragraphs S210.1 and S210.1a

The *Supplier* provides the insurances from the Insurance Table below and in accordance with the requirements in **Annex 03** of the Scope.

The minimum of cover for insurance against loss of or damage to property (except the goods, Plant and Material and Equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) arising from or in connection with the Supplier Providing the Goods and Services for any one occurrence.

Limit of indemnity £10,000,000.00 in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but £10,000,000.00 any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with the contract for any one occurrence is:

Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as is required by law

If the *Purchaser* is to provide n/a Plant and Materials.

The insurance against loss of or damage to the *goods*, Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Purchaser* for the amount of: n/a

If the *Purchaser* is to provide any of the insurances stated in the Insurance Table

The *Purchaser* provides these n/a insurance insurances from the Insurance Table

9. Termination, resolving and avoiding disputes

The *tribunal* is arbitration

If the tribunal is arbitration

Supply Contract Page 6 of 38 September 2023

National Highways Uniforms and PPE Contract Data

The arbitration procedure is Chartered Institute of Arbitrators Arbitration Rules

(2000)

The place where arbitration is

to be held is

London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice of if the arbitration procedure does not state who selects an arbitrator is

President of the Chartered Institute of Arbitrators or its nominee

The Senior Representative of the Purchaser are

Name (1) Martin Gannicott

Bridge House,

Address for 1 Walnut Tree Close

communications Guildford

Surrey GU1 4LZ

Address for

electronic commercialresolution@nationalhighways.co.uk

communications

Name (2) Andy Butterfield

Bridge House,

Address for 1 Walnut Tree Close

communications Guildford

Surrey GU1 4LZ

N/A.

Address for

electronic commercialresolution@nationalhighways.co.uk

communications

The Adjudicator is

Name N/A.

Address for

communications

Address for

electronic N/A.

communications

The Adjudicator nominating

Chartered Institute of Arbitrators

body is

X1: Price adjustment for inflation

Supply Contract Page 7 of 38 September 2023

If Option X1 is used.

The proportions used to calculate the Price Adjustment Factor are:

0 Linked to the all *goods* and *services* provided under the

index for contract

The base date for indices is the Contract Date

CPIH Index 00

All Items 2015 = 100.

CDID = L522,

These indices are

Published by the Office for National Statistics quarterly.

https://www.ons.gov.uk/economy/inflationandpriceindices/timeserie

s/l55o/mm23

X13: Performance bond – Not used

X18: Limitation of liability

If Option X18 is used.

The Supplier's liability to the Purchaser for indirect or consequential loss of or damage to the Purchasers property is limited to

£1,000,000.00 excluding any tax (or equivalent) which the law requires the *Client* to pay

The Supplier's liability to the Purchaser for Defects due to its design which are not notified before the last defects dates is limited to

£500,000.00 excluding any tax (or equivalent) which the law requires the *Client* to pay

The Supplier's total liability to the Purchaser for all matters arising under or in connection with the contact, other than excluded matters is limited to

£10,000,000.00 excluding any tax (or equivalent) which the law requires the *Client* to pay

The end of liability 2 years date is

years after the Delivery of the whole of the goods and services.

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used.

The incentive schedule for Key Performance Indicators is in

The document titled "NEC4 SC Scope -Uniforms & PPE Scope (section S320.1)"

A report of performance against each a calendar month Key Performance Indicator provided at intervals of

X25: Supplier warranties

Not Used

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 Is used

Term	beneficiary
S1210.1	subcontractors at any stage of remoteness from the <i>Purchaser</i>

Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are Z1 to Z63

[...]

Contract Data entries relating to Z Clauses

Batch Order process

The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order Yes

If the goods are instructed by Batch Order:

The batch order interval is monthly or as instructed by the Supply Manager

The *end date* is The end date of the contract.

The quantity range of goods in the Batch Order is

from

As per Batch Order

The *goods* are in the document titled "Batch Order"

The *delivery date* is in the document titled "Batch Order Scope"

If the *goods* are instructed by Batch Order enter *delay damages* amount appropriate to the quantity or use of the goods in the Batch Order

The delay damages are 0.1% of the Batch Order value per day

Described in the document titled "NEC4 SC

The premises Scope - Uniforms & PPE Scope"in the

document titled "Batch Order Scope"

Contract Data entries relating to Z Clauses		
Z9	The <i>credit ratings</i> at the Contract Date and rating agencies issuing them are	
party	rating agency	credit rating
Supplier		
Consortium Member		
Guarantor		

Z Clause Contents		
Number	Title	
Z1	Changes to Core and Secondary Option clauses	
Z2	Interpretation	
Z3	Recovery of sums due from the Supplier	
Z4	Assignment and transfer	
Z5	Confidentiality	
Z6	Adjudication	
Z7	Termination – Public Contract Regulations 2015	
Z8	Subcontracting	
Z9	Merger, take - over, Change of Control and financial distress	
Z10	Joint ventures	
Z11	Parent Company Guarantee	
Z12	Discrimination, Bullying and Harassment	
Z13	Intellectual Property Rights (IPRs)	
Z14	Not used	
Z15	Tax Non – Compliance	
Z16	Value Added Tax Recovery	
Z17	Termination and removal of part of the goods and service	
Z18	Corruption or loss of data	
Z19	Conflict of Interest	
Z20	Other amounts to be paid by the Supplier	
Z21	Limitation of liability	
Z22	Batch Orders	
Z23 -Z50	Not Used	
Z51	Changes to Prices	
Z52 – Z56	Not Used	
Z57	Tax Compliance	
Z58	[Revisions to Quality Submission]	
Z59	Not used	
Z60	Tax Arrangements of Public Appointees	
Z61	Records, audit access and open book data	
Z62	Lost orders and damaged goods	
Z63	Further revisions to the agreed design	

Z1 Changes to core & Secondary Option clauses

11 Identified and defined terms

- 11.2 Add the following defined terms
- (23) Alternative Guarantee is an alternative form of guarantee or security to a Parent Company Guarantee agreed by the *Purchaser* or *Supply Manager*.
- (24) Associated Company is any of
 - a Consortium Member or
 - any company, corporation, partnership, joint venture or other entity which directly or indirectly Controls, is under the Control of or is under common Control with the Supplier or a Consortium Member.
- (25) Change of Control is an event where any single person, or group of persons acting in concert, acquires Control of the Supplier or a Consortium Member or acquires a direct or indirect interest in the relevant share capital of the Supplier or a Consortium Member, as a result of which that person or group of persons holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the Supplier or a Consortium Member.
- (26) Consortium Member is an organisation which is a member of the group of economic operators comprising the *Supplier*, whether as a participant in a non-integrated joint venture or a shareholder in a joint venture company.
- (27) Control has the meaning set out in section 1124 of the Corporation Tax Act 2010.
- (28) Controller is the single person (or group of persons acting in concert) that
 - has Control of the Supplier or a Consortium Member or
 - holds or controls the largest direct or indirect interest in the relevant share capital of the Supplier or a Consortium Member.
- (29) Corrective Action has the meaning given in BS EN ISO 9000:2015.
- (30) Credit Rating is the *credit rating* or any revised long term credit rating issued by a rating agency accepted by the *Purchaser* in respect of the *Supplier*, a Consortium Member or any Guarantor.

- (31) Data Protection Legislation is
 - the UK GDPR as defined in section 3(10) of the Data Protection Act 2018.
 - the Data Protection Act 2018 and
 - any other data protection laws and regulations applicable in England, including the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.
- (32) Credit Rating is the *credit rating* or any revised long term credit rating issued by a rating agency accepted by the *Purchaser* in respect of the *Supplier*, a Consortium Member or any Guarantor. Rating agencies accepted by the *Client* are Moody's Investor Service Inc., Standard & Poor's Financial Services LLC., Fitch Ratings Inc.) unless agreed otherwise by the *Client*
- (33) Not Used.
- (34) The Discrimination Acts are the Equality Act 2010 and any provisions of any earlier statutes that are expressly preserved in force by that Act.
- (35) Not Used.
- (36) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).
- (37) Enforcement Action is enforcement action brought by a regulatory authority against the Supplier or an Associated Company under any health and safety or environmental legislation, including a successful prosecution or the issue of a prohibition or improvement notice under any contract.
- (38) EU Reference is any European Union
 - regulation,
 - · decision,
 - · tertiary legislation or
 - provision of the European Economic Area agreement.
- (39) Exit Day is the exit day as defined in section 20 of the European Union (Withdrawal) Act 2018, as amended.
- (40) Financial Standing Test is the financial test for the *Supplier*, a Consortium Member or a proposed guarantor used in the tender stage

of the competition for the contract.

- (41) General Anti-Abuse Rule is
 - the legislation in Part 5 of the Finance Act 2013 and
 - any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.
- (42) Guarantor is a person who gives a Parent Company Guarantee to the *Purchaser*.
- (43) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.
- (44) Health and Safety Plans are
 - a completed Health, Safety and Wellbeing Maturity Matrix (HS&WMM) for the Supplier or each Consortium Member in the form required by the Purchaser, recording the level of safety maturity within the organisation at the date of the HS&WMM,
 - an implementation plan, setting out the actions to be taken by the Supplier or each Consortium Member over a period of 12 months following the date of the HS&WMM in order to improve the scores recorded in the HS&WMM by not less than the percentage specified from time to time by the Purchaser, including the timescale for each action and
 - an action plan, setting out the specific actions to be taken under the contract by the Supplier and its subcontractors (at any stage of remoteness from the Purchaser) in order to support delivery of the improvements identified in the implementation plans for the Supplier or each Consortium Member.
- (45) Incoming Supplier is any Supplier appointed by the Purchaser to Provide the Goods and Services or part of it in place of the Supplier.
- (46) Information Systems are the systems specified in the Scope for the collection and storage of information regarding the *goods* or any revised systems introduced by the *Purchaser* from time to time.
- (47) Intellectual Property Rights or IPRs are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.

- (48) Not used
- (49) Not used
- (50) Parent Company Guarantee is a guarantee of the *Supplier's* performance in the form set out in the Scope.
- (51) Performance Requirement is the required standard for performance of each element of the *goods* as specified in the Scope.
- (52) Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the Data Protection Legislation.
- (53) Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the Data Protection Legislation.
- (54) Not Used.
- (55) Not Used.
- (56) Quality Submission is the *quality submission* unless later changed in accordance with the contract.
- (57) Related Dispute is a dispute under or in connection with a contract between a Party and Others relating to the contract.
- (58) Related Dispute Adjudicator is an adjudicator appointed to determine a Related Dispute.
- (59) Relevant Subcontract is a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Purchaser*) for the supply (whether or not including fabrication, delivery or installation) of any significant steel materials, steel related products or steel related elements (excluding Equipment and fixings) that are
 - used to Provide the Goods or
 - incorporated or left in the goods

which has not already been awarded before the Contract Date.

- (60) Relevant Subcontractor is a subcontractor (at any stage of remoteness from the *Purchaser*) appointed under a Relevant Subcontract.
- (61) Relevant Tax Authority is HM Revenue & Customs or, if the *Supplier* is established in another jurisdiction, the tax authority in that jurisdiction.
- (62) Relevant Tax Authority is HM Revenue & Customs or, if the Supplier

is established in another jurisdiction, the tax authority in that jurisdiction.

- (63) RIDDOR Incident is an incident occurring under any contract between the *Supplier*, an Associated Company and subcontractor (at any stage of remoteness from the *Purchaser*) and
 - the Purchaser or
 - any other person

which results in death or serious injury to any worker or non-worker and for which the *Supplier*, an Associated Company or subcontractor (at any stage of remoteness from the *Purchaser*) is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it) or equivalent laws outside England applicable to such a contract.

- (64) The Secretary of State is the Secretary of State for Transport.
- (65) Staff are persons employed or engaged by the *Supplier* or an Associated Company or any subcontractor at any stage of remoteness from the *Purchaser* to Provide the Goods and Services at any time.
- (66) Tax Non-Compliance is where a tax return submitted by the Supplier or a Consortium Member to a Relevant Tax Authority on or after 1 October 2012
 - is found on or after 1 April 2013 to be incorrect as a result of a Relevant Tax Authority successfully challenging the Supplier or a Consortium Member under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect.
 - the failure of an avoidance scheme in which the Supplier or a Consortium Member was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or
 - gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the date of award of the contract or to a civil penalty for fraud or evasion.

12 Interpretation and the law

Delete existing clause 12.2 and replace it with new clause

12.2 The contract is governed by *the law of the contract*. In the contract, unless the context otherwise requires, any reference which immediately before Exit Day is a reference to (as it has effect from time to time)

Supply Contract Page 17 of 38 September 2023

- any EU References which are to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and are read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time and
- any European Union
 - o institution,
 - o authority or
 - other such body

is read on and after Exit Day as a reference to the United Kingdom institution, authority or body to which its functions are transferred.

26 Assignments

Delete clause 26.

27 Disclosure

Insert clauses

- 27.3 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the contract, each Party
 - treats the other Party's Confidential Information as confidential and safeguard it accordingly,
 - does not disclose the other Party's Confidential Information to any other person without prior written consent,
 - immediately notifies the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
 - notifies the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 27.4 The clause above shall not apply to the extent that
 - such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information
 - such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
 - such information was obtained from a third party without

- obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of the contract or
- it is independently developed without access to the other party's Confidential Information.
- 27.5 The Supplier may only disclose the Purchaser Confidential Information to the people who are directly involved in Providing the Goods and Services and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The Supplier does not, and procures that the Supplier's people do not, use any of the Purchaser Confidential Information received otherwise than for the purposes of the contract.
- 27.12 The Supplier may only disclose the Purchaser Confidential 27.6 Information to Supplier's people who need to know the information, and ensures that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Supplier's people causes or contributes (or could cause or contribute) to the Supplier breaching its obligations as to confidentiality under or in connection with the contract, the Supplier takes such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Supplier's people, the Supplier provides such evidence to the Purchaser as the Purchaser may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Supplier is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Supplier's people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Supplier's people in connection with obligations as to confidentiality.
- 27.7 At the written request of the *Purchaser*, the *Supplier* procures that those members of the *Supplier's* people identified in the *Purchaser's* request signs a confidentiality undertaking prior to commencing any work in accordance with the contract.
- 27.8 Nothing in the contract prevents the *Purchaser* from disclosing the *Supplier's* Confidential Information
 - to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third

party which is not part of any Crown Body or any Contracting Body,

- to a professional adviser, contractor, consultant, Supplier or other person engaged by the Purchaser or any Crown Body (including any benchmarking organisation) for any purpose connected with the contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the Purchaser's accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Purchaser* has used its resources,
- for the purpose of the exercise of its rights under the contract or
- to a proposed successor body of the *Purchaser* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the contract,

and for the purposes of the foregoing, disclosure of the *Supplier's* Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Purchaser* under this clause 27.14.

- 27.9 The *Purchaser* uses all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the *Supplier's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Purchaser's* obligations of confidentiality.
- 27.1 Nothing in this clause prevents either party from using any techniques, of ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 27.1 The *Purchaser* may disclose the *Supplier*'s Confidential Information

 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,

 to the extent that the *Purchaser* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

60 Compensation events

1

60.1 In clause at the end of the clause delete the full stop and insert

Supply Contract Page 20 of 38 September 2023

- (1) or a change to the Information Systems or the introduction of a new Information System or a change to the method of or requirements for performance measurement or a change which is stated elsewhere in these *conditions of contract* not to be a compensation event.
- 60.1 Insert at the end (before the full stop)
- "unless the instruction relates to a notification from the *Supplier* that a conflict of interest may exist or arise".

83 Insurance Cover

83.2 Delete clause 83.2 and replace with

The *Contractor* provides the insurances stated in, and to comply with the requirements set out in, Annex 3 to the Scope.

83.3 Delete clause

90 Termination

90.2 Delete A4 from the Termination Table

X11 Termination by the *Client*

- X11 delete "A1, A2 and A4" before the full stop and insert "A1and A2"
- .2 before the full stop.

Z2 Interpretation

- Z2.1 In the contract, except where the context shows otherwise
 - references to a document include any revision made to it in accordance with the contract,
 - references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it,
 - references to a British, European or International standard include any current relevant standard that replaces it,
 - references to persons or organisations include bodies corporate, unincorporated associations, partnerships and any other legal entity and
 - the words "includes" or "including" are construed without limitation.

Z3 Recovery of sums due from the Supplier.

Where, under the contract a sum of money is recoverable from or payable by the *Supplier*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the

Supplier under the contract or any other contract with the Purchaser.

Z4 Assignment and transfer

- Z4.1 The *Supplier* does not assign, transfer or charge the benefit of the contract or any part of it or any benefit or interest under it without the prior agreement of the *Supply Manager*.
- If requested by the *Supply Manager*, the *Supplier* executes a novation agreement in the form specified in the Scope (or such other form as the *Purchaser* may reasonably require) transferring the benefit and burden of the contract to
 - an organisation established to take over the *Purchaser's* functions or part of them,
 - another public body exercising similar functions,
 - a Department or Office of Her Majesty's Government or
 - a local authority
- Z4.3 If the Supplier wishes to transfer the benefit and burden of the contract to a new supplier, it seeks the Purchaser's agreement through the Supply Manager to do so. The Supplier
 - explains the reasons for the proposed transfer and
 - provides any further information requested by the Supply Manager.

If the *Purchaser* (in its absolute discretion) agrees to the proposed transfer, the Parties and the new contractor execute a novation in the relevant form set out in the Scope or such other form as the *Purchaser* may reasonably require.

Z5 Confidentiality

- Z5.1 The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
 - · the terms of the contract and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the Supplier in the course of Providing the Goods and Services

except that the Supplier may disclose information

- · to its legal or other professional advisers,
- to anyone employed by it or acting on its behalf as needed to enable the Supplier to Provide the Goods and Services,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the Supplier consults the Purchaser and takes

full account of the *Purchaser's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or

with the consent of the Purchaser.

The *Supplier* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Goods and Services.

Z6 Adjudication

Z6.1 The NEC4 Dispute Resolution Service Contract (June 2017 including January 2019 amendments) includes the following additional condition of contract:

Any information concerning the contract obtained by either the *Adjudicator* or any person advising or aiding him is confidential and is not used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement. The *Adjudicator* complies and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Acts 1911 to 1989.

If a dispute under the contract raises issues that are substantially the same as or connected with issues in a Related Dispute and the Related Dispute has been referred to adjudication, the dispute under the contract is referred to the Related Dispute Adjudicator and the Related Dispute Adjudicator becomes the Adjudicator.

Z7 Termination - Public Contract Regulations 2015

- Z7.1 The *Purchaser* may terminate if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Supplier* at the Contract Date.
- The *Purchaser* may terminate the contract with immediate effect if the contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015.
- Z7.3 The procedure and amount due on termination are the same as for
 - reason R11 if the modification or infringement was due to a default by the Supplier,
 - reason R16 if the modification or infringement was due to a default by the *Purchaser* and

Supply Contract Page 23 of 38 September 2023

 reason R20 if the modification or infringement was due to any other reason.

Z 8	Subcontracting
Z8.1	The Supplier assesses the amount due to a subcontractor without taking into account the amount assessed under the contract.
Z8.2	If the Supplier subcontracts work to an Associated Company, the Defined Cost of the work subcontracted is assessed as if the work had not been subcontracted unless otherwise agreed by the Supply Manager.
Z8.3	The Supply Manager may, having stated the reasons, instruct the Supplier to remove a subcontractor (at any stage of remoteness from the Purchaser). The Supplier then arranges the removal of the subcontractor (at any stage of remoteness from the Purchaser) and the appointment of a replacement in accordance with the contract.
Z8.4	Not Used.
Z8.5	Before
	 appointing a proposed subcontractor or
	allowing a subcontractor to appoint a proposed subsubcontractor

allowing a subcontractor to appoint a proposed subsubcontractor

the Supplier submits to the Supply Manager for acceptance

- either
 - a Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed subcontractor or subsubcontractor or
 - other means of proof (as specified in regulations 60(4) and 60(5) of the Public Contracts Regulations 2015) that none of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applies to the proposed subcontractor or subsubcontractor and
 - details of any RIDDOR Incident under any contract for which the proposed subcontractor or subsubcontractor is responsible and of any Enforcement Action brought against the proposed subcontractor or subsubcontractor.
- Z8.6 The *Supplier* does not appoint the proposed subcontractor (or allow the subcontractor to appoint the proposed subsubcontractor) until the *Supply Manager* has accepted the submission. A reason for not accepting the submission is that
 - it shows that there are grounds for excluding the proposed subcontractor or subsubcontractor under regulation 57 of the Public

Contracts Regulations 2015 or

- the Supply Manager is not satisfied that the proposed subcontractor or subsubcontractor has put in place adequate measures to ensure that similar matters to the RIDDOR Incident or the event giving rise to Enforcement Action will not occur.
- Z8.7 If requested by the *Supplier*, the *Supplier* provides further information to support, update or clarify a submission under clause Z8.5.
- Z8.8 If, following the acceptance of a submission under clause Z8.6, it is found that
 - one of the grounds for excluding the subcontractor or subsubcontractor under regulation 57 of the Public Contracts Regulations 2015 applies or
 - the subcontractor or subsubcontractor has not put in place adequate measures to ensure that similar matters to the RIDDOR Incident or the event giving rise to Enforcement Action will not occur

the Supply Manager may instruct the Supplier to

- · replace the subcontractor or
- require the subcontractor to replace the subsubcontractor.
- Z8.9 Not Used
- Z8.10 The *Supplier* submits the proposed conditions of contract for each subcontract to the *Supply Manager* for acceptance unless the *Purchaser* has agreed that no submission is required.
- Z8.11 The *Supplier* does not appoint a subcontractor on the proposed subcontract conditions submitted until the *Supply Manager* has accepted them. A reason for not accepting them is that
 - they will not allow the Supplier to Provide the Goods and Services
 - they do not comply with the contract or
 - they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation.

Z9 Merger, takeover, Change of Control and financial distress

- Z9.1 Subject to any legal restriction upon the *Supplier*, the *Supplier* notifies the *Supply Manager* immediately if a Change of Control has occurred or is expected to occur.
- If a Change of Control occurs without the *Supply Manager's* prior consent or will not allow the Supplier to Provide the Goods and Services, the *Purchaser* may terminate the *Contractor's* obligation to Provide the Goods and Services with immediate effect. In the event of a termination under this clause, the termination procedures followed are P1, P2 and P3 and the amounts due on

Supply Contract Page 25 of 38 September 2023

termination are A1 and A2.

- Z9.3 The Supplier notifies the Purchaser immediately of any material change in
 - the direct or indirect legal or beneficial ownership of any shareholding in the Supplier (or a Consortium Member). A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the Supplier (or a Consortium Member), or
 - the composition of the *Supplier* or a Consortium Member. A change is material if it directly or indirectly affects the performance of thiecontract by the *Supplier* or is considered substantial in accordance with Regulation 72(8)(e) of the Public Contracts Regulations 2015.
- Z9.4 The *Supplier* notifies the *Purchaser* immediately of any change or proposed change in the name or status of the *Supplier* or a Consortium Member.
- Z9.5 The Supplier notifies the Purchaser immediately if any of the following events occurs in relation to the Supplier, a Consortium Member or a Guarantor
 - its Credit Rating falls below the relevant *credit rating*,
 - there is a further fall in its Credit Rating below the relevant credit rating,
 - it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,
 - it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
 - it commits a material breach of its covenants to its lenders or
 - its financial position or prospects deteriorate to such an extent that it would not meet the Financial Standing Test.
- If a Change of Control occurs and is likely to give rise to an actual or potential conflict of interest, the *Supplier* and the *Purchaser* meet within one week to discuss the actions to be taken by either Party in order to overcome or mitigate the conflict. If the Parties do not agree and implement the actions needed to overcome or mitigate the conflict, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods with immediate effect. In the event of a termination under this clause, the termination procedures followed are P1, P2 and P3 and the amounts due on termination are A1 and A2.
- Z9.7 If a Change of Control occurs, the *Supplier* provides to the *Supply Manager*
 - certified copies of the audited consolidated accounts of the Controller for the last three financial years,
 - a certified copy of a board minute of the Controller confirming that it

Supply Contract Page 26 of 38 September 2023

will give to the *Purchaser* a Parent Company Guarantee if so required by the *Supply Manager*,

- any other information required by the *Purchaser* in order to determine
 whether had the Controller been included in the original Financial
 Standing Test, such inclusion would not have resulted the outcome of
 the Financial Standing Test being a failure and
- any other information requested by the Supply Manager in order to satisfy itself that the Supplier remains in a position to perform its obligations under the contract.
- Z9.8 If a Change of Control or any of the events listed in clauses Z9.3 to Z9.5 occurs, the *Supply Manager* may require the *Supplier* to give to the *Purchaser*
 - a Parent Company Guarantee from the Controller or (if the Controller had been part of the original Financial Standing Test and the outcome of the Financial Standing Test would have been a failure) an alternative guarantor proposed by the Supplier and accepted by the Supply Manager or
 - a Form of Performance Security, (or an alternative form of bond or security agreed by the *Project Manager* from an alternative guarantor proposed by the *Contractor* and accepted by the *Project Manager*)
 - o if there is no Controller,
 - if the Controller had been included in the original Financial Standing Test and the outcome of the Financial Standing Test would have been a failure and a suitable alternative guarantor is not acceptable or
 - if agreed by the *Project Manager* and the *Contractor* or relevant Consortium Member

The *Contractor* provides the *Supply Manager* with the information listed in clause Z9.7 and the credit ratings for the proposed alternative guarantor (unless agreed otherwise by the *Supply Manager*) and any further information requested by the *Supply Manager* concerning the alternative guarantor

- Z9.9 A reason for not accepting an alternative guarantor proposed by the *Supplier* is that it does not
 - had it been included in the original Financial Standing Test the outcome of the Financial Standing Test would have been a failure,,
 - provide the legal opinion required in clause Z9.13 or
 - have a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z9.5 has occurred.

Supply Contract Page 27 of 38 September 2023

- Z9.10 A reason for not accepting an alternative guarantor (for a Form of Performance Security, or an alternative a form of bond agreed by the *Project Manager*) proposed by the *Contractor* is that it
 - does not have a Credit Rating at least equal to
 - long term credit rating of A or short term issues credit rating of A2 (Standard & Poor's Financial Services LLC.),
 - long term credit rating of Aa or short term rating of Prime-1 (Moody's Investor Service Inc.) or
 - long term credit rating of A or short term issues credit rating of F2 (Fitch Ratings Inc.)

unless agreed otherwise by the Project Manager,

- does not have a commercial position which is strong enough to carry the bond,
- is not issued by an office of the proposed alternative guarantor located in England or the Form of Performance Security (or an alternative a form of bond agreed by the *Project Manager*) is not subject to the *law of the* contract or
- does not have appropriate financial regulation or have a standing of good repute in the United Kingdom financial market.
- Z9.11 If so required by the *Purchaser*, the *Supplier* within four weeks after the *Supply Manager* notifies the requirement gives to the *Purchaser*
 - a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the Supply Manager or
 - a Form of Performance Security, or an alternative form of bond agreed by the Supply Manager

for the *Supplier* or relevant Consortium Member the notification refers to.

The Supply Manager may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the Supplier who if it had been included in the original Financial Standing Test the outcome of the Financial Standing Test would have been a failure if the Supplier gives to the Purchaser an assurance that the Controller or the alternative guarantor will meet the Financial Standing Test within eighteen (18) months of the Supply Manager's acceptance. If so, the Parties and the Supply Manager agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the Purchaser that it will meet the Financial Standing Test by the end of that period.

Z9.13 If

• the Supplier fails to notify the Supply Manager that an event listed in clause Z9.5 has occurred,

Supply Contract Page 28 of 38 September 2023

- neither the Controller nor any alternative guarantor proposed by the Supplier complies with the Financial Standing Test within the timescale stated in clause Z9.12 or fails to provide the legal opinion required by clause Z9.14
- the Supplier does not give to the Purchaser a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the Purchaser within four weeks of a request from the Purchaser to do so or
- the Supplier fails to demonstrate to the Purchaser that the Controller or the alternative guarantor accepted by the Purchaser will meet the Financial Standing Test within 18 months of the Purchaser's acceptance

the *Purchaser* may treat such failure as a substantial failure by the *Supplier* to comply with its obligations.

- Z9.14 If the *Supplier*, a Consortium Member, a Guarantor or an alternative guarantor proposed by the *Supplier* (in this clause referred to as a "relevant entity") is not a company incorporated in and subject to the laws of England, the *Supplier* provides a legal opinion from a lawyer or law firm which is
 - qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
 - accepted by the Supply Manager.

The legal opinion is addressed to the *Purchaser* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Purchaser*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Scope.

Z10.1 Joint ventures Z10.1 This clause applies if the *Supplier* is an unincorporated joint venture. Z10.2 Each Consortium Member is jointly and severally liable to the *Purchaser* for the performance of the *Supplier's* obligations under the contract. Z10.3 The *Supplier* nominates the representative named in the Contract Data for the purposes of the contract and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Supplier*

- the purposes of the contract and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Supplier* acknowledges that receipt of a communication by the *Supplier's* nominated representative constitutes receipt by all the Consortium Members. The *Supplier* notifies the *Purchaser* in advance of any change to the identity of the *Supplier's* nominated representative.
- Z10.4 The *Supplier* acknowledges that any payment made by the *Purchaser* to a Consortium Member under the contract to that extent discharges the

Supply Contract Page 29 of 38 September 2023

Purchaser's liability to make payment to the Supplier.

- Z10.5 A Consortium Member gives not less than four weeks' notice to the *Supply Manager* of any proposed termination of the joint venture arrangement.
- Z10.6 Termination of the joint venture arrangement for any reason is treated as a substantial failure by the *Supplier* to comply with its obligations.
- Where two or more Consortium Members comprise the *Supplier*, clause 90.1
 90.2 of the *conditions of contract* are amended by inserting after "the other Party" the words "or in the case of the *Supplier*, any Consortium Member".

Z11 Parent Company Guarantee

Z11.1 Where a *Supplier* or Consortium Member has a Controller, if required by the *Supply Manager*, the *Supplier* gives to the *Purchaser* a Parent Company Guarantee.

If a Parent Company Guarantee was not given by the Contract Date, it is given to the *Purchaser* within four weeks of the Contract Date, or of the *Supply Manager's* request, whichever is later.

Parent Company Guarantees are given for

- a standalone company from its Guarantor, or
- a joint venture (whether incorporated or unincorporated) from the Guarantor of each Consortium Member.

In all cases it is for the *Purchaser* to decide whether it will accept a Parent Company Guarantee from a company other than the Guarantor.

Z11.2 Where

- the Purchaser has agreed an Alternative Guarantee for the Supplier or a Consortium Member and
- a Supplier or Consortium Member has a Controller,

the *Supplier* gives to the *Purchaser* the Alternative Guarantee(s). If the Alternative Guarantee(s) are not given by the Contract Date, it is given to the *Purchaser* within four weeks of the Contract Date or of the *Supplier Manager's* request, whichever is later.

Alternative Guarantees are given for

- a standalone company from its Guarantor or
- a joint venture (whether incorporated or unincorporated) -from the Guarantor of each relevant Consortium Member (which has a Controller).

In all cases it is for the *Purchaser* to decide (in its discretion) whether it will accept an Alternative Guarantee from a company other than the Guarantor.

Z11.3 Where

- a Supplier or Consortium Member has no Controller and
- the *Purchaser* has agreed one or more alternative form of guarantee,

the *Supplier* gives to the *Purchaser* the alternative forms of guarantee. If the alternative forms of guarantee are not given by the Contract Date, it is given to the *Purchaser* within four weeks of the Contract Date or of the *Supply Manager's* request, whichever is later.

The alternative forms of guarantee are given for

- a standalone company from its Guarantor or
- a joint venture (whether incorporated or unincorporated) from the Guarantor of each relevant Consortium Member (which does not have a Controller).

In all cases it is for the *Purchaser* to decide whether it will accept an alternative form of guarantee from the Guarantor.

Z11.4 If

- the Controller or
- an alternative guarantor (including any bank or surety provider) proposed by the *Supplier* and agreed by the *Purchaser*

(in this clause referred to as a "relevant entity") is not a company incorporated in and subject to the laws of England and Wales, the *Supplier* provides a legal opinion is given signed and issued by an independent regulated legal firm which is

- independent from the *Supplier*, Consortium Members, Guarantors and alternative guarantors,
- qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
- agreed by the Supply Manager.

The legal opinion is addressed to the *Purchaser* on a full reliance basis and the liability of the independent regulated legal firm giving the opinion is not subject to any financial limitation.

The legal opinion confirms that the method of execution of the Parent Company Guarantee (or any alternative guarantee agreed by the *Purchaser*) is valid and binding under applicable local law and covers the matters listed in the Scope, section S 315.2 (Legal Opinion).

If accepted by the *Supply Manager*, the alternative guarantor becomes the Guarantor for the *Supplier* or the relevant Consortium Member and the credit ratings become the *credit rating* for the Guarantor.

Z11.5 A failure to comply with this clause Z11 is treated as a substantial failure by

the Supplier to comply with its obligations.

Z12 Discrimination, Bullying and Harassment

- Z12.1 The *Supplier* indemnifies the *Purchaser* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Purchaser* arising out of or in connection with
 - any investigation or proceedings under the Discrimination Acts or
 - an allegation of bullying or harassment

resulting from any act or omission of the *Supplier* in connection with the contract.

Z13 Intellectual Property Rights (IPRs)

- The *Purchaser* owns (or will own) all IPRs in material prepared in connection with the contract, except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the *Purchaser*, the *Supplier* enters into such documents and does such acts as the *Purchaser* requests to transfer the IPRs to the *Purchaser and* procures that its subcontractors (at any stage of remoteness from the *Purchaser*) do the same. The *Supplier* provides to the *Purchaser* the documents which transfer these IPRs to the *Purchaser*.
- Z13.2 The *Supplier* waives or procures a waiver of any moral rights in any copyright works assigned to the *Purchaser* under the contract.
- The Supplier obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, who shall also have the right to grant further sub-licences) of other IPRs for the Purchaser as stated in the Scope. Any licence granted under this clause survives the termination or expiry of the contract and cannot be terminated by the Supplier or its assignees or any third party. The Supplier provides to the Purchaser the documents which license these IPRs to the Purchaser.

The *Supplier's* or third party licensor's exclusive remedies for any breach by the *Purchaser*, or any sub-licensee, of any licence granted under this clause are damages and equitable relief.

Z13.4 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Purchaser*) contains a right for the *Purchaser* (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.

Z14 Project Bank Account – not used

Z15 Tax Non – Compliance

Z15.1 The Supplier warrants that it has notified the Purchaser of any Tax Non-

Compliance or any litigation in which the *Supplier* (or a Consortium Member) is involved relating to any Tax Non-Compliance prior to the Contract Date.

- Z15.2 The *Supplier* notifies the *Supply Manager* within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of
 - the steps the *Supplier* is taking to address the Tax Non-Compliance and to prevent a recurrence,
 - any mitigating factors that it considers relevant and

any other information requested by the Supply Manager.

- Z15.3 The *Supplier* is treated as having substantially failed to comply with its obligations if
 - the warranty given by the *Supplier* under clause Z15.1 is untrue,
 - the Supplier fails to notify the Purchaser of a Tax Non-Compliance or

the *Purchaser* decides that any mitigating factors notified by the *Supplier* are unacceptable.

Z16 Value Added Tax (VAT) Recovery

An amount due under the contract calculated by reference to a sum incurred by any person includes value added tax only to the extent that it is not recoverable as input tax by that person (or a member of the same tax group) by set-off or repayment.

Z17 Termination and removal of part of the *goods*

- Z17.1 The Supply Manager may instruct the Supplier that
 - part of the goods is to be permanently removed from the contract or
 - for urgent reasons of health and safety, part of the *goods and services* are to be temporarily removed from the contract.

In either case the *Supplier* acknowledges that the *Purchaser* may itself, or may appoint another *Supplier* in place of the *Supplier* to provide goods and services similar to the removed *goods* and *services* (or part of them).

An instruction given under clause Z17.1 is assessed as a compensation event and the Prices are reduced, except that if the instruction is given for reason R1-R15, R18 or R22, the assessment includes a deduction of the forecast of the additional cost to the *Purchaser* of completing the removed *goods* and *services*.

If all or part of the remaining *goods* and *services* are to be permanently removed, the *Supplier* agrees that it is not entitled to any loss of profit or any other form of compensation including if the *Purchaser* appoints another supplier to complete the *goods* and *services* or any part of them.

- If the *Supplier's* obligation to Provide the Goods and Services is terminated for any reason, the *Supplier*, if instructed by the *Supply Manager*,
 - completes the performance of providing any part of the *goods* and *services* started prior to the date of termination and
 - co-operates with the *Purchaser* or any Incoming *Supplier* so as to ensure a smooth transfer of functions.

Z18 Corruption or loss of data

- If any data of the *Purchaser* is corrupted, lost, stolen or sufficiently degraded as a result of the *Suppliers* default so as to be unusable, the *Supplier* immediately reports this to the *Purchaser* and
 - the *Purchaser* may instruct the *Supplier* to restore the data in accordance with the *Purchaser's* requirements or
 - the *Purchaser* may itself restore the data (and the *Supplier* pays to the *Purchaser* any reasonable expenses which the *Purchaser* incurs in so doing).

Z19 Conflict of Interest

Z19.1 Any steps taken in accordance with paragraph S313 in the Scope is not a compensation event.

Z19.2 A failure

- to comply with paragraph S313 in the Scope
- to manage or mitigate an actual or potential conflict of interest

is treated as a substantial failure by the *Supplier* to comply with its obligations.

Z19.3 For any actual or potential conflict of interest, the *Purchaser* may take such other steps the *Purchaser* considers necessary.

Z20 Other amounts to be paid by the *Supplier*

- Z20.1 Not used
- Z20.2 Not used
- The Supplier pays the Purchaser's costs incurred if the Supplier seeks the Purchaser's assistance in repairing damaged or faulty technology, equipment, plant and materials which is attributable to the Supplier in accordance with the Scope.

Z21 Limits of liability

Z21.1 The *Supplier's* liability to the *Purchaser* for the *Purchaser's* indirect or consequential loss is limited to the amount stated in the Contract Data.

Z22 Batch Orders

- Z22.1 If the Contract Data states that the *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order the following provisions apply
 - A Batch Order is the Supply Manager's instruction to supply items of goods in a batch within a stated period of time.
 - A Batch Order includes
 - o a description of the *goods* and / or *services* in the batch,
 - o a quantity of the *goods* and / or *services* in the batch,
 - the start date and delivery date for the batch and
 - the prices for the items of goods and / or services in the batch and the total price of the batch.
 - The Supply Manager consults the Supplier about the contents of a Batch Order before it is issued.
 - The period between the issue dates of each Batch Order is not less than the batch order interval stated in the contract data. The supply Manager extends or reduces the period if the Supply Manager and the Supplier agree.
 - The prices for items of goods in the batch are taken from the Prices List.
 - The Supplier start work on the batch when the Supply Managerr has issued the Batch Order.
 - A Batch Order is not issued after the end date.
 - The following are compensation everts.
 - An item of goods required by the Batch Order is not included in the Price List.
 - The total quantity of goods in the Batch Orders issued under the contract is different from that stated in the Price List.
 - The quantity of goods stated in a Batch Order is not within the range stated in the Contract Data.

Z23 - Z50 Not Used

Z51 Changes to the Prices

- Z51.1 The Parties may at any time agree a reduction to the Prices.
- Z51.2 The reduced Prices (including the relevant rates) apply to any *goods* supplied after the reduction is agreed.
- Z51.3 If the *Supplier* does not agree a reduction requested by the *Purchaser*, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and

Services notifying the Supplier.]

Z52	Not Used
Z53	Not Used
Z 54	Not used
Z 55	Not Used
Z 56	Not Used
Z 57	Not Used
Z 58	Revisions to Quality Submission

- Z58.1 The *Purchaser* may submit to the *Purchaser* proposed revisions to the Quality Submission for acceptance within the *period for reply*. A reason for not accepting the proposed revision is that
 - it will not enable the *Supplier* to meet a Performance Requirement,
 - it will unacceptably increase the risk of failure to meet a Performance Requirement,
 - it will not enable the *Supplier* to achieve the level of performance specified in the Quality Submission or

it will unacceptably increase the risk of failure to achieve the level of performance specified in the Quality Submission.

Z58.2 A revision to the Quality Submission accepted by the *Purchaser* is not a compensation event.]

Z59 Not Used Z60 Tax Arrangements of Public Appointees

- Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this contract, the *Supplier* complies, and procures that the Staff comply, with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- Where any Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the *Supplier* complies, and procures that the Staff comply, with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- Z60.3 The *Purchaser* may, at any time during the term of this contract, request the *Supplier* to provide information to demonstrate either how any member of

Staff is complying with clauses Z60.1 and Z60.2 or why those clauses do not apply to it.

- Z60.4 If the *Supplier* fails to provide information in response to a request under clause Z60.3
 - within the period for reply or
 - which adequately demonstrates either how any member of Staff is complying with clauses Z60.1 and Z60.2 or why those clauses do not apply to it

the Purchaser may

 treat such failure as a substantial failure by the Supplier to comply with his obligations or

instruct the Supplier to replace the relevant member of Staff.

- If the *Purchaser* receives or identifies information through any means which demonstrates that a member of Staff is not complying with clauses Z60.1 and Z60.2, the *Purchaser* may treat such non-compliance as a substantial failure by the *Supplier* to comply with its obligations.
- Z60.6 The Supplier acknowledges that the Purchaser may
 - supply any information which it receives under clauses Z60.3 or Z60.5 or
 - advise the non-supply of information

to the Commissioners of Her Majesty's Revenue & Customs for the purpose of the collection and management of revenue for which they are responsible.]

Z61 Audit costs for records, audit access and open book data

The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under the contractunless an audit reveals a default by the *Supplier* in which case the *Supplier* pays to the *Purchaser* for the *Purchaser*'s costs incurred in relation to such audit

Z62 <u>Lost orders and damaged goods</u>

- Z62.1 The Supplier is liable for
 - loss of or damage to any Purchaser's existing pre-purchased stock transferred to the Supplier,
 - loss of or damage to any pre-purchased goods held by the Supplier including those held in stock

whilst in the custody of the Supplier,

The *Supplier* is liable for any additional transportation costs resulting from a missed delivery of an order caused by the *Supplier*.

Z 63	Further revisions to the agreed design
Z63.1	Any instruction for further changes to any aspect of the design, during the manufacturing stages (post agreement), see Scope paragraphs S210.1 and S210.1a, is not a compensation event.
Z63.2	Any instruction for further changes to any aspect of the design, during the provision of samples, see Scope paragraphs S210.1 and S210.1a, is not a compensation event.



National Highways Limited

NEC4 Supply Contract

(June 2017 with amendments January 2019 and October 2020)

Contract Data Part 2

in relation to goods and services for

Uniforms and Personal Protective Equipment (PPE) 2024

PART TWO – DATA PROVIDED BY THE SUPPLIER
1. General
The Supplier is
Name
Address for communications
Address for electronic communications
The fee percentage is %
The following matters will be included in the Early Warning Register
The contact details of the <i>Supplier's</i> Data Protection Officer or Data Protection nominated lead are
Name
Address
The Quality Submission is in
2. The Supplier's main responsibilities
If the Supplier is to provide Scope for its design
The Scope provided by the Supplier for its design in
If the <i>Supplier</i> restricts access by the <i>Supply Manager</i> and Others to work being done for the contract.
The restrictions to access for the <i>Supply Manager</i> and Others to work being done for the contract are:
1)
2)
3. Time

If a prod	aramme is	s to b	e identifie	ed in the	Contract	Data
-----------	-----------	--------	-------------	-----------	----------	------

The programme identified in the Contract Data is

If the Supplier is to state the delivery date of the goods and services.

The delivery date of the goods and services is:

	goods and services	delivery date
1)		
2)		

5.	Pav	/me	nt

The price list is

Price List Section A - General	
Services	
Price List Section B - General	
Uniforms & PPE Supply	
Price List Section C - Bespoke	
Uniforms Supply	
Price List Section D - Delivery	
Total of the Prices for one year	
Total of the Prices (for six-year contract duration)	

The tendered total of the Prices is

Assessment of Contract Data Percentages	
Lump sum to which percentages are applied for assessment	
Manufacturing & Fabrication Overhead	
Fee	
Total for Contract Data Percentages Assessment	
Total of the Prices for Tender Assessment	

9. Termination, resolving and avoiding disputes

Category of person

The Senior Representatives of the Supplier are

Name (1)	
Address for communications	
Address for electronic communications	
Name (2)	
Address for communications	
Address for electronic communications	

Data for the Schedule of Cost Components

The people rates for manufacture and fabrication are

Category of person	Unit	Rate
_	_	_
The manufacture and fabrication overhea	ad percentage is	%
The people rates for design are		
Category of person	Unit	Rate
The people rates for tests, inspections ar	nd commissioning are)
Category of person	Unit	Rate
_	_	_
-	_	_
The people rates for supply are		

Unit

Rate

Proje	ect Title:	Supply of Uniforms and PPE 2024-30
Т	enderer:	Tower Supplies

The method and rules used to compile this Price List are contained within the 'Completion Notes' worksheet. The tend 'Completion Notes' worksheet for guidance, rules and assistance on correct completion and use of this Commercial W

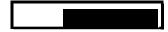
Price List - Section A: General Services

Ref	Item Description	Estimated
		Annual
		Quantity
E-Ordering Plat	form	
A-001	Provision and maintenance of online ordering platform and associated requirements	
Measurement S	ervice	
A-002	Provide on-site measuring service for new Traffic Officers; per person fitted	
Storage of Stoc	k	
A-003	Provide storage for business-critical and other levels of General Uniform & PPE stock	
A-004	Provide storage for business-critical and other levels of Bespoke Uniform stock	

Total of the Prices - Price List Section A: General Services

derer and other users are referred to the /orkbook.

Unit	Rate	Amount
month		
nr		
week		
week		



Project Title: Supply of Uniforms and PPE 2024-30
Tenderer: Tower Supplies

The method and rules used to compile this Price List are contained within the 'Completion Notes' worksheet. The tenderer and other users are referred to the 'Completion Notes' worksheet for guidance, rules and assistance on correct completion and use of this Commercial Workbook.

Price List ERROR EXAMPLES

						Core	Supply			Non-Core Sup	ply		Non-Core Service		
Ref	Item Description	National	Supplier's	Estimated	Unit of	Core List	Core List	Non-Core	Non-Core List	Non-Core	All Other Non-	Non-Core List	Logo /	Rate	Amoun
		Highways	Product Code	Annual	Supply	Item	Price per	Category	Material price	List	Core Supply	Price per unit-	Branding		
		Specification		Quantity		Reference	unit of	Reference	per unit of	Discount	Costs	of supply			
		Reference				(Core001-	Supply	(Non01-13)	supply	Percentage	EXCLUDING	including			
							EXCLUDIN			applied	Delivery	Discount			
							G Delivery					EXCLUDING			
												Delivery			
Footwear															
B-001	Ultimate Safety Boot	DS001			Pair										
B-002	Impacto Met Guard	DS002	Supplier entry		Each	Core079	£	Non04	£		£				
B-003	Metguard Lace	DS003	Supplier entry		Each			Non04	£		£				
B-004	Ladies Composite Boot	DS004	Supplier entry		Pair	Core089	£								

Project Title: Supply of Uniforms and PPE 2024-30
Tenderer: Tower Supplies

Page	j,	em Description	National	Supplier's	mated	Unit of	Core List	Supply Core List	Non Com		n-Core Supp Jon-Core	Non-Core List	Non-Core Service	Rate
1001 Limines Safely Boot (or equivalent) 108	Ite	em Description		Product Code Ann		Supply	Item Reference (Core001- 292)	Price per unit of Supply EXCLUDIN	Category	supply	ist Discount Percentage	Discount		Rate
1000								G Delivery				EXCLUDING Delivery		
Display Content Display Disp	Im	npacto Met Guard (or equivalent)	DS001 DS002 DS003			Pair Each Each			Non04 Non04 Non04		0.00% 0.00% 0.00%			
Select Shawanger Boot Select Shawanger Shawang	La	adies Composite Boot	DS003 DS004 DS005			Pair Pair			Non04 Non04 Non04		0.00% 0.00% 0.00%			
Anterior December	_		DS006 DS007			Pair Pair			Non04 Non04		0.00%			
Commercial Commercia	-		DS008 DS009			Pair Pair			Non04 Non04		0.00%			
All Avenuer Bool	Bo Ao	oot Winter Traction Aid (Yaktrax) ctifresh Insoles (or equivalent)	DS010 DS110	_ _ 		Pair Pair			Non04 Non04		0.00% 0.00%			
Section Sect	All	Il Weather Boot	DS011 DS012 DS013			Pair Pair Pair			Non04 Non04 Non04		0.00% 0.00% 0.00%			
Langth L	Me	etatarsal Protection Boot	DS013 DS014 DS015			Pair Pair			Non04 Non04		0.00% 0.00%			
Beanse Hat			DS016			Pair			Non04		0.00%			
	_		DS017 DS018	-		Each Each			Non05 Non05		0.00% 0.00%			
2-023 Head Large (Petal Pias 3)	Sı W	ummer Baseball Cap /inter Ice Cap	DS019 DS020			Each Each			Non05 Non05		0.00% 0.00%			
10.0586 Neudright Heimer Clipter (pack of 190) S5	He	ead Lamp (Petzl Pixa 3)	DS021 DS022 DS023			Each Each Each			Non05 Non05 Non05		0.00% 0.00% 0.00%			
1,228 Culti-print perfect (Potal Vertex Vernit) Set	In He	Case Of Emergency (I.C.E) Tag eadlight Helmet Clips (pack of 100)	DS024 DS025			Each Pack of 100			Non05 Non05		0.00% 0.00%			
Safety Helmet (Clarartz Up IV) SS	CI	lip On Ear Defenders	DS026 DS027 DS028	_		Pack of 10 Each Each			Non05 Non05 Non05		0.00% 0.00% 0.00%			
		· · ·	DS028			Each			Non05		0.00%			
	He	elmet Winter Liner - (Delta Plus) (or equivalent)	DS030 DS031			Each Each			Non05 Non05		0.00%			
Datries Govee	es		DS032 DS033			Each Pair			Non05 Non03		0.00%			
Ladies Sealskinz Glowes	De	ebris Glove	DS034			Pair			Non03		0.00%			
2013			DS035			Pair			Non03		0.00%			
Antic Winter Glove (A146) (or equivalent)			DS036 DS037			Pair Pair			Non03 Non03		0.00%			
Debris Cloves (Cirante & Bela) (or equivalent)	Ar	rtic Winter Glove (A146) (or equivalent)	DS038	_		Pair			Non03		0.00%			
Dog Blas Sleeve (Euro Joe) Dog Blas Sleeve (Euro Joe)	De	ebris Gloves (Granite 5 Beta) (or equivalent)	DS039 DS040 DS041			Pair Pair Pair			Non03 Non03 Non03		0.00% 0.00% 0.00%			
Classic Safety Spectacles (Portwest) (or equivalent)	Do t y W	og Bite Sleeve (Euro Joe) Vear	DS042			Single			Non03		0.00%			
1.000	CI	lassic Safety Spectacles (Portwest) (or equivalent)	DS043 DS044			Each Each			Non06 Non06		0.00% 0.00%			
1.04	S	afety Goggles (Storm) (or equivalent)	DS045			Each			Non06		0.00%			
Safety Spectacies (Defender - Clear Lens) (or equivalent) DS														
Der Spectacle Safety Classes Der	Sa	afety Spectacles (Defender - Clear Lens) (or equivalent)	DS046 DS047 DS048			Each Each Each			Non09 Non06 Non06		0.00% 0.00% 0.00%			
Bomber Jacket - Orange (Pulsarail Pr496) (or equivalent) DS	O	ver Spectacle Safety Glasses	DS049 DS050			Each Each			Non06 Non12		0.00% 0.00%			
equivalent	Во	omber Jacket - Orange (Pulsarail Pr496) (or equivalent)	DS051 DS052			Each Each			Non12 Non12		0.00%			
Storm Coat - Orange (Ladies Fit) (or equivalent)	ec	quivalent)	DS053	_		Each Each			Non12 Non12		0.00%			
(Portwest C473) (or equivalent) 3-060 Polo Shirt - Orange, Long Sleeved (Pulsarail Pr470) (or equivalent) 3-060 Short - Orange, Long Sleeved (Pulsarail Pr470) (or equivalent) 3-060 Short - Orange, Long Sleeved (Pulsarail Pr470) (or equivalent) 3-061 Soft Shell Jacket - Yellow, Class 3 3-061 Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) Soft Waterproof Over Trousers - Yellow, Ladies Fit (Hannaford C2) (or equivalent) Soft Waterproof Over Trousers - Yellow, Ladies Fit (Hannaford C2) (or equivalent) Soft Waterproof Over Trousers - Orange (Pulsar P206) (or equivalent) Soft Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent) Soft Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent) Soft Work Trouser - Orange, Teflon (Pulsar P346) (or equivalent) Soft Trouser - Yellow, Teflon (Pulsar P346) (or equivalent) Soft Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) Soft Trouser - Orange, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) Cardigan - Males Fit Soft Sleeved Male Fit DS Soft Soft Soft Soft Soft Soft Soft Sof	St St	torm Coat - Orange (Ladies Fit) (or equivalent) torm Coat - Orange (Pulsar P187) (or equivalent)	DS055 DS056			Each Each			Non12 Non12		0.00% 0.00%			
a-gequivalent) a-gequivalent) a-gequivalent - Yellow, Class 3 a-gequivalent - Yellow, Class 3 a-gequivalent - Yellow, Class 3 a-gequivalent - Yellow, Class - Yellow a-gequivalent - Yellow, Ladies Fit (Pulsar P706) - Trousers	(P	Portwest C473) (or equivalent)	DS057 DS058	_		Each Each			Non12 Non11		0.00%			
Soft Shell Jacket - Yellow, Ladies Fit (Pulsar P706) STOULE STOU	ec	quivalent)	DS056 DS059			Each			Non12		0.00%			
### Trousers 3-063 Waterproof Over Trousers - Yellow, Ladies Fit DS 3-064 Waterproof Over Trousers - Yellow, Short Leg DS 3-066 Waterproof Over Trousers - Yellow, Short Leg DS 3-066 Waterproof Over Trousers - Yellow, Short Leg DS 3-066 Waterproof Over Trousers - Yellow, Short Leg DS 3-066 Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent) DS 3-067 Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent) DS 3-069 Work Trouser - Orange, Teflon (Pulsarail Pr336) (or equivalent) DS 3-070 Work Trouser - Yellow, Teflon (Pulsar P346) (or equivalent) DS 3-071 Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) DS 3-072 Work Trouser - Orange, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) DS 3-073 Cardigan - Ladies Fit DS 3-074 Cardigan - Ladies Fit DS 3-075 Shirt with Epaulettes - White Long Sleeved Male Fit DS 3-076 Shirt with Epaulettes - White Short Sleeved Male Fit DS 3-077 Polo Shirt - Navy Short Sleeved Male Fit DS 3-078 Shirt with Epaulettes - White Short Sleeved Ladies Fit DS 3-080 Shirt with Epaulettes - White Short Sleeved Ladies Fit DS 3-081 Polo Shirt - Navy Short Sleeved Ladies Fit DS 3-082 Polo Shirt - Navy Short Sleeved Ladies Fit DS 3-083 Trouser - Navy Ladies Fit DS 3-084 Skirt - Navy Short Sleeved Ladies Fit DS 3-085 Shirt with Epaulettes - White Short Sleeved Ladies Fit DS 3-086 Skirt - Navy Short Sleeved Ladies Fit DS 3-087 Soft Shell Bodywarmer - Navy Male Fit DS 3-088 Soft Shell Bodywarmer - Navy Ladies Fit DS 3-099 Smmer Shirt with Epaulettes Fit (Orn Slogem 3260) (or equivalent) DS 3-099 Smmer Shirt with Epaulette Short Sleeved Ladies Fit DS 3-099 Smmer Shirt Ner Bpaulette Short Sleeved Ladies Fit DS 3-099 Thermal Top - White Long Sleeved Male Fit DS 3-099 Thermal Top - White Long Sleeved Male Fit DS 3-099 Thermal Top - White Long Sleeved Male Fit DS 3-099 Thermal Top - White Long Sleeved		,	DS060			Each			Non12		0.00%			
Waterproof Over Trousers - Yellow, Ladies Fit		· · · ·	DS061			Each			Non12		0.00%			
Waterproof Over Trousers - Yellow, Short Leg			DS062			Each			Non10		0.00%			
Waterproof Over Trousers - Yellow, Ladies Fit (Hannaford C2) (or equivalent) 3-067 Waterproof Over Trousers - Orange (Pulsar P206) (or equivalent) 3-068 Waterproof Over Trousers - Yellow (Pulsar P206) (or equivalent) 3-069 Work Trouser - Orange, Teflon (Pulsar P36) (or equivalent) 3-070 Work Trouser - Yellow, Teflon (Pulsar P346) (or equivalent) 3-071 Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) 3-072 Work Trouser - Orange, Teflon, Ladies Fit (Pulsar P336LDS) (or equivalent) 3-073 Work Trouser - Orange, Teflon, Ladies Fit (Pulsar P836LDS) (or equivalent) 3-074 Cardigan - Ladies Fit 3-075 Shirt with Epaulettes - White Long Sleeved Male Fit 3-076 Shirt with Epaulettes - White Short Sleeved Male Fit 3-077 Polo Shirt with Epaulettes - White Short Sleeved Male Fit 3-080 Shirt with Epaulettes - White Long Sleeved Ladies Fit 3-081 Shirt with Epaulettes - White Long Sleeved Ladies Fit 3-082 Polo Shirt - Navy Short Sleeved Ladies Fit 3-083 Shirt with Epaulettes - White Short Sleeved Ladies Fit 3-084 Shirt with Epaulettes - White Short Sleeved Ladies Fit 3-085 Shirt with Epaulettes - White Short Sleeved Ladies Fit 3-086 Fleece Jacket - Navy 3-087 Soft Shell Bodywarmer - Navy Male Fit 3-088 Soft Shell Bodywarmer - Navy Ladies Fit 3-089 Soft Shell Bodywarmer - Navy Ladies Fit 3-089 Soft Shell Bodywarmer - Navy Ladies Fit 3-091 Fleece Jacket - Navy 3-090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit 3-092 Fleece Jacket - Navy Short Sleeved Unisex form - Underwear 3-093 Coo/Dry Polo Shirt - Navy Short Sleeved Male Fit 3-094 Thermal Top - White Long Sleeved Male Fit 3-095 Thermal Top - White Short Sleeved Male Fit 3-096 Thermal Top - White Short Sleeved Male Fit 3-097 Thermal Top - White Short Sleeved Male Fit 3-098 Thermal Top - White Short Sleeved Male Fit 3-099 Thermal Top - White Short Sleeved Male Fit 3-099 Thermal Top - White Long Sleeved Ladies Fit 3-090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit 3-091 Thermal Top - White Long Sleeved Male Fit 3-092 Thermal T	W	/aterproof Over Trousers - Yellow, Ladies Fit	DS063			Each			Non10		0.00%			
Waterproof Over Trousers - Orange (Pulsar P206) (or equivalent) DS		·	DS064 DS065			Each Each			Non10 Non10		0.00%			
Work Trouser - Orange, Teflon (Pulsarail Pr336) (or equivalent) Work Trouser - Yellow, Teflon (Pulsar P346) (or equivalent) Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) Work Trouser - Orange, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) Orange Terment Garment Gardigan - Ladies Fit Orange Shirt with Epaulettes - White Long Sleeved Male Fit DS Orange Shirt with Epaulettes - White Short Sleeved Male Fit DS Orange Shirt with Epaulettes - White Short Sleeved Male Fit DS Orange Shirt with Epaulettes - White Short Sleeved Male Fit DS Orange Shirt with Epaulettes - White Short Sleeved Male Fit DS Orange Shirt with Epaulettes - White Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - White Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Ladies Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Orange Shirt with Epaulettes	ec W	quivalent) /aterproof Over Trousers - Orange (Pulsar P206) (or equivalent)	DS066			Each			Non10		0.00%			
Work Trouser - Yellow, Teflon (Pulsar P346) (or equivalent) Work Trouser - Yellow, Teflon, Ladies Fit (Pulsar P346LDS) (or equivalent) Work Trouser - Orange, Teflon, Ladies Fit (Pulsar P336LDS) (or equivalent) Orm - Garment Cardigan - Ladies Fit Or3			DS067 DS068	_		Each Each			Non10 Non10		0.00%			
equivalent) Work Trouser - Orange, Teflon, Ladies Fit (Pulsar PR336LDS) (or equivalent) Orm - Garment Or3			DS069	_		Each			Non10		0.00%			
Work Trouser - Orange, Teffon, Ladies Fit (Pulsar PR336LDS) (or equivalent)		· · · · · · · · · · · · · · · · · · ·	DS070			Each			Non10		0.00%			
Corm - Garment	W	/ork Trouser - Orange, Teflon, Ladies Fit (Pulsar PR336LDS)	DS071			Each			Non10		0.00%			
Shirt with Epaulettes - White Long Sleeved Male Fit Signor Shirt with Epaulettes - White Short Sleeved Male Fit DS Shirt with Epaulettes - White Short Sleeved Male Fit DS Signor Polo Shirt with Epaulettes - Navy Short Sleeved Male Fit DS Signor Shirt with Epaulettes - White Short Sleeved Ladies Fit DS Signor Shirt with Epaulettes - White Short Sleeved Ladies Fit DS Signor Signor Shirt with Epaulettes - White Short Sleeved Ladies Fit DS Signor Sig	Ca Ca	ment ardigan - Ladies Fit	DS072			Each			Non12		0.00%			
Polo Shirt with Epaulettes - Navy Short Sleeved Male Fit DS	Sł	hirt with Epaulettes - White Long Sleeved Male Fit	DS073 DS074 DS075			Each Each Each			Non12 Non11 Non11		0.00% 0.00% 0.00%			
Shirt with Epaulettes - White Long Sleeved Ladies Fit DS	_		DS076			Each			Non11 Non11		0.00%			
Shirt with Epaulettes - White Short Sleeved Ladies Fit DS		·	DS077 DS078			Each Each			Non11 Non11		0.00%			
Polo Shirt - Navy Short Sleeved Ladies Fit DS 3-083 Trouser - Navy Ladies Fit DS 3-084 Skirt - Navy DS 3-085 Jumper - Navy Nato Style B-086 Fleece Jacket - Navy DS 3-087 Soft Shell Bodywarmer - Navy Male Fit DS 3-088 Soft Shell Bodywarmer - Navy Ladies Fit DS 3-089 Storm Fleece Jacket - Navy DS 3-090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit DS 3-091 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) DS 3-092 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) 3-093 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex DS 3-094 Thermal Top - White Long Sleeved Male Fit DS 3-095 Thermal Top - White Short Sleeved Male Fit DS 3-096 Thermal Top - White Short Sleeved Ladies Fit DS 3-097 Thermal Top - White Long Sleeved Ladies Fit DS 3-098 Thermal Longpants - Navy Male Fit DS 3-099 Thermal Longpants - Navy Male Fit DS 3-099 Thermal Longpants - Navy Male Fit DS 3-101 Tie - Clip-On - Navy Regular Length DS 3-102 Neck Gaiter - Black (Polartec) (or equivalent) DS 3-104 Belt - Black Leather, Ladies DS 3-105 Case for Safety Glasses with Pull Cord DS	Sh	hirt with Epaulettes - White Short Sleeved Ladies Fit	DS078 DS079 DS080			Each Each Each			Non11 Non11 Non11		0.00% 0.00% 0.00%			
Trouser - Navy Ladies Fit DS -084 Skirt - Nawy DS -085 Jumper - Navy Nato Style -086 Fleece Jacket - Navy -087 Soft Shell Bodywarmer - Navy Male Fit DS -088 Soft Shell Bodywarmer - Navy Ladies Fit DS -089 Storm Fleece Jacket - Nawy -090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit DS -091 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) -092 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) -093 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex DS -094 Thermal Top - White Long Sleeved Male Fit DS -095 Thermal Top - White Short Sleeved Male Fit DS -096 Thermal Top - White Short Sleeved Ladies Fit DS -097 Thermal Top - White Short Sleeved Ladies Fit DS -098 Thermal Longpants - Navy Male Fit DS -099 Thermal Longpants - White Ladies Fit DS -099 Thermal Longpants - White Ladies Fit DS -090 Tie - Clip-On - Navy Regular Length -101 Tie - Clip-On - Navy Short Length DS -102 Neck Gaiter - Black (Polartec) (or equivalent) DS -103 Belt - Back Leather, Ladies -104 Belt - Black Leather, Ladies														
Jumper - Navy Nato Style O86 Fleece Jacket - Navy O87 Soft Shell Bodywarmer - Navy Male Fit O88 Soft Shell Bodywarmer - Navy Ladies Fit O89 Storm Fleece Jacket - Navy O90 Summer Shirt with Epaulettes - White Short Sleeved Male Fit O91 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) O92 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) O93 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex O94 Thermal Top - White Long Sleeved Male Fit O95 Thermal Top - White Short Sleeved Male Fit O96 Thermal Top - White Long Sleeved Ladies Fit O97 Thermal Top - White Short Sleeved Ladies Fit O98 Thermal Top - White Short Sleeved Ladies Fit O99 Thermal Longpants - Navy Male Fit O99 Thermal Longpants - Navy Male Fit O99 Thermal Longpants - White Ladies Fit OS Orm - Accessories -100 Tie - Clip-On - Navy Regular Length O98 Belt - Back Leather, Male O99 Belt - Back Leather, Male O99 O80 Case for Safety Glasses with Pull Cord O80 Case for Safety Glasses with Pull Cord	_	·	DS081 DS082			Each Each			Non11 Non10		0.00%			
F-086 Fleece Jacket - Navy F-087 Soft Shell Bodywarmer - Navy Male Fit F-088 Soft Shell Bodywarmer - Navy Ladies Fit F-089 Storm Fleece Jacket - Navy F-090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit F-091 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) F-092 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) F-093 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex F-094 Thermal Top - White Long Sleeved Male Fit F-095 Thermal Top - White Short Sleeved Male Fit F-096 Thermal Top - White Short Sleeved Male Fit F-097 Thermal Top - White Short Sleeved Ladies Fit F-098 Thermal Top - White Short Sleeved Ladies Fit F-099 Thermal Longpants - Navy Male Fit F-099 Thermal Longpants - Navy Male Fit F-099 Thermal Longpants - White Ladies Fit F-099 Thermal Longpants - White Ladies Fit F-100 Tie - Clip-On - Navy Regular Length F-101 Tie - Clip-On - Navy Short Length F-102 Neck Gaiter - Black (Polartec) (or equivalent) F-103 Belt - Back Leather, Male F-104 Belt - Black Leather, Ladies F-105 Case for Safety Glasses with Pull Cord			DS083			Each			Non10		0.00%			
8-088 Soft Shell Bodywarmer - Navy Ladies Fit DS 8-089 Storm Fleece Jacket - Navy DS 8-090 Summer Shirt with Epaulettes - White Short Sleeved Male Fit DS 8-091 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) DS 8-092 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) DS 8-093 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex DS 8-094 Thermal Top - White Long Sleeved Male Fit DS 8-095 Thermal Top - White Short Sleeved Male Fit DS 8-096 Thermal Top - White Short Sleeved Ladies Fit DS 8-097 Thermal Top - White Short Sleeved Ladies Fit DS 8-098 Thermal Longpants - Navy Male Fit DS 8-099 Thermal Longpants - White Ladies Fit DS 8-099 Thermal Longpants - White Ladies Fit DS 8-100 Tie - Clip-On - Navy Regular Length DS 8-101 Tie - Clip-On - Navy Short Length DS 8-102 Neck Gaiter - Black (Polartec) (or equivalent) DS 8-103 Belt - Back Leather, Male DS 8-104 Belt - Black Leather, Ladies DS 8-105 Case for Safety Glasses with Pull Cord DS	Fle	eece Jacket - Navy	DS084 DS085			Each Each			Non12 Non12		0.00%			
Storm Fleece Jacket - Navy OS Summer Shirt with Epaulettes - White Short Sleeved Male Fit DS O91 Fleece Jacket - Navy (Orn 300gsm 3200) (or equivalent) Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) O92 Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) O93 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex DS DS DS DS DS DS DS DS DS D		· ·	DS086 DS087			Each Each			Non12 Non12		0.00%			
Fleece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or equivalent) 3-093 Cool/Dry Polo Shirt - Navy Short Sleeved Unisex 5-094 Thermal Top - White Long Sleeved Male Fit 3-095 Thermal Top - White Short Sleeved Male Fit 3-096 Thermal Top - White Long Sleeved Male Fit 3-097 Thermal Top - White Short Sleeved Ladies Fit 3-098 Thermal Longpants - Navy Male Fit 3-099 Thermal Longpants - White Ladies Fit 5-099 Thermal Longpants - White Ladies Fit 5-099 Thermal Longpants - White Ladies Fit 5-100 Tie - Clip-On - Navy Regular Length 5-101 Tie - Clip-On - Navy Short Length 5-102 Neck Gaiter - Black (Polartec) (or equivalent) 5-103 Belt - Back Leather, Male 5-104 Belt - Black Leather, Ladies 5-105 Case for Safety Glasses with Pull Cord	St St	torm Fleece Jacket - Navy ummer Shirt with Epaulettes - White Short Sleeved Male Fit	DS088 DS089			Each Each			Non12 Non11		0.00% 0.00%			
Cool/Dry Polo Shirt - Navy Short Sleeved Unisex form- Underwear 3-094 Thermal Top - White Long Sleeved Male Fit 3-095 Thermal Top - White Short Sleeved Male Fit 3-096 Thermal Top - White Long Sleeved Ladies Fit DS 3-097 Thermal Top - White Short Sleeved Ladies Fit DS 3-098 Thermal Longpants - Navy Male Fit 3-099 Thermal Longpants - White Ladies Fit DS 6orm - Accessories 3-100 Tie - Clip-On - Navy Regular Length 3-101 Tie - Clip-On - Navy Short Length DS 3-102 Neck Gaiter - Black (Polartec) (or equivalent) 3-103 Belt - Back Leather, Male 3-104 Belt - Black Leather, Ladies DS 3-105 Case for Safety Glasses with Pull Cord	Fle	eece Jacket - Navy Ladies Fit (Orn 300gsm 3260) (or	DS090 DS091			Each Each			Non12 Non12		0.00% 0.00%			
Thermal Top - White Long Sleeved Male Fit DS	Co nde	ool/Dry Polo Shirt - Navy Short Sleeved Unisex	DS092			Each			Non11		0.00%			
Thermal Top - White Short Sleeved Ladies Fit Thermal Longpants - Navy Male Fit Thermal Longpants - White Ladies Fit DS Thermal Longpants - Navy Male Fit DS	Th Th	nermal Top - White Long Sleeved Male Fit nermal Top - White Short Sleeved Male Fit	DS093 DS094			Each Each			Non13 Non13		0.00%			
3-098 Thermal Longpants - Navy Male Fit B-099 Thermal Longpants - White Ladies Fit DS Orm - Accessories 3-100 Tie - Clip-On - Navy Regular Length DS 3-101 Tie - Clip-On - Navy Short Length DS 3-102 Neck Gaiter - Black (Polartec) (or equivalent) DS 3-103 Belt - Back Leather, Male DS 3-104 Belt - Black Leather, Ladies DS 3-105 Case for Safety Glasses with Pull Cord DS			DS095 DS096			Each Each			Non13 Non13		0.00%			
Thermal Longpants - White Ladies Fit DS orm - Accessories 3-100 Tie - Clip-On - Navy Regular Length B-101 Tie - Clip-On - Navy Short Length DS B-102 Neck Gaiter - Black (Polartec) (or equivalent) B-103 Belt - Back Leather, Male DS B-104 Belt - Black Leather, Ladies DS Case for Safety Glasses with Pull Cord DS	Th	nermal Longpants - Navy Male Fit	DS097			Each			Non13		0.00%			
B-100 Tie - Clip-On - Navy Regular Length B-101 Tie - Clip-On - Navy Short Length B-102 Neck Gaiter - Black (Polartec) (or equivalent) B-103 Belt - Back Leather, Male B-104 Belt - Black Leather, Ladies B-105 Case for Safety Glasses with Pull Cord DS DS DS DS DS DS DS DS DS D	Th	nermal Longpants - White Ladies Fit	DS098			Each			Non13		0.00%			
B-102 Neck Gaiter - Black (Polartec) (or equivalent) B-103 Belt - Back Leather, Male B-104 Belt - Black Leather, Ladies B-105 Case for Safety Glasses with Pull Cord DS	Tie	e - Clip-On - Navy Regular Length	DS099 DS100			Each Each			Non11 Non11		0.00%			
B-103 Belt - Back Leather, Male B-104 Belt - Black Leather, Ladies B-105 Case for Safety Glasses with Pull Cord DS	Ne	eck Gaiter - Black (Polartec) (or equivalent)	DS101			Each			Non11		0.00%			
3-105 Case for Safety Glasses with Pull Cord DS	Ве	elt - Back Leather, Male	DS102			Each			Non10		0.00%			
•			DS103	_		Each Each			Non10 Non06		0.00%			
B-107 Kit Bag - Navy Large DS	Sa Ki	afety Whistle it Bag - Navy Large	DS105 DS106			Each Each			Non09 Non09		0.00% 0.00%			
B-108 Kit Bag - Navy Small DS	Ki	it Bag - Navy Small	DS107 DS108			Each Each			Non09 Non12		0.00% 0.00%			

Total of the Prices - Price List Section B: General Uniform & PPE Supply

Project Title: Supply of Uniforms and PPE 2024-30
Tenderer: Tower Supplies

The method and rules used to compile this Price List are contained within the 'Completion Notes' worksheet. The tenderer and other users are referred to the 'Completion Notes' worksheet for guidance, rules and assistance on correct completion and use of this Commercial Workbook.

Price List - Section C: Bespoke Uniform Supply

						Co	re Supply			Non-Core Su			on-Core Service	е	
Ref	Item Description	National	Supplier's	Estimated	Unit of	Core	Core List Price					Non-Core List	Logo /	Rate	Amount
		Highways	Product	Annual	Supply		per unit of		Material price		Core Supply	Price per unit-	Branding		
		Specification	Code	Quantity		Reference			1.	Percentage	Costs	of supply			
		Reference				•	EXCLUDING Delivery	(Non01-13)	supply	applied	EXCLUDING	including			
						292)	Delivery				Delivery	Discount EXCLUDING			
												Delivery			
PPE - Outer															
C-001	Summer Bomber Jacket (Traffic Officer)	DS115	Bespoke TBC		Each			Non12		0.00%					
C-002	Summer Bomber Jacket Non-Elasticated (Traffic Officer)	DS116	Bespoke TBC		Each			Non12		0.00%					
C-003	Gore-Tex Storm Jacket (Traffic Officer)	DS114	Bespoke TBC		Each			Non12		0.00%					
C-004	Gore-Tex Bomber Jacket (Traffic Officer)	DS112	Bespoke TBC		Each			Non12		0.00%					
C-005	Gore-Tex Bomber Jacket - Ladies Fit (Traffic Officer)	DS113	Bespoke TBC		Each			Non12		0.00%					
Uniform - T	rousers														
C-006	Combat Trouser - Navy Male Fit	DS119	Bespoke TBC		Each			Non10		0.00%					
C-007	Enhanced Combat Trouser - Male Fit (Traffic Officer)	DS117	Bespoke TBC		Each			Non10		0.00%					
C-008	Combat Trouser - Navy Ladies Fit	DS120	Bespoke TBC		Each			Non10		0.00%					
C-009	Enhanced Combat Trousers - Ladies Fit (Traffic Officer)	DS118	Bespoke TBC	;	Each			Non10		0.00%					
Uniform - E	paulettes														
C-010	Epaulettes - Navy (No Bars)	DS121	Bespoke TBC		Each			Non11		0.00%					
C-011	Epaulettes - Navy (1 x Bar)	DS121	Bespoke TBC		Each			Non11		0.00%					
C-012	Epaulettes - Navy (2 x Bars)	DS121	Bespoke TBC		Each			Non11		0.00%					



Pr	oject Title:	Supply of Uniforms and PPE 2024-30
	Tenderer:	Tower Supplies

The method and rules used to compile this Price List are contained within the 'Completion Notes' worksheet. The tenderer 'Completion Notes' worksheet for guidance, rules and assistance on correct completion and use of this Commercial Workb

Price List - Section D: Delivery

Ref	Item Description	timated nual	Unit
		antity	
Delivery -	Annex Z Locations		
	Provide consolidated deliveries to Purchaser's defined locations		
	Up to 15kg maximum package mass; maximum 5 working day Delivery; per		
	consignment		
D-001	Annex Z Locations North West region		nr
D-002	Annex Z Locations North East region		nr
D-003	Annex Z Locations Midlands region		nr
D-004	Annex Z Locations East region		nr
D-005	Annex Z Locations South East region		nr
D-006	Annex Z Locations South West region		nr
	EXTRA OVER 5 day delivery location items for:		
D-007	Same Day delivery		%
	UK full size pallet; maximum 5 working day Delivery; per consignment		
D-008	Annex Z Locations North West region		nr
D-009	Annex Z Locations North East region		nr
D-010	Annex Z Locations Midlands region		nr

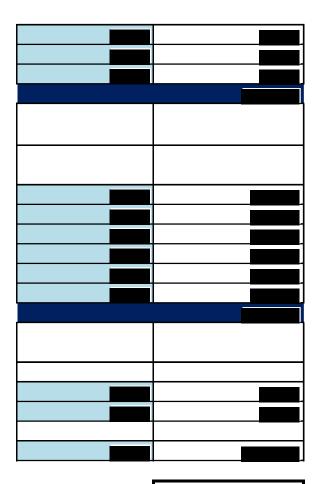
D-011	Annex Z Locations East region		Ш	nr
D-012	Annex Z Locations South East region		Ш	nr
D-013	Annex Z Locations South West region			nr
Collection	ı - Annex Z Locations			
	Provide collections from Purchaser's defined locations and return to Supplier			
	Up to 15kg maximum package mass; maximum 5 working day Collection; per		H	
	consignment			
D-014	Annex Z Locations North West region		Т	nr
D-015	Annex Z Locations North East region			nr
D-016	Annex Z Locations Midlands region		П	nr
D-017	Annex Z Locations East region			nr
D-018	Annex Z Locations South East region			nr
D-019	Annex Z Locations South West region			nr
Collection	or Delivery - temporary locations (any region)			
	Provide collections from or deliveries to temporary locations notified by the			
	Purchaser during the contract			
	Fixed costs per consignment collected or delivered			
D-020	Up to 15kg maximum package mass			nr
D-021	UK full size pallet			nr
	Distance cost per consignment collected or delivered			
D-022	Rate per kilometre (distance in one direction only; return trip included in rate)			nr

Total of the Prices - Price List Section D: Storage & Delivery

Price List - Section D

and other users are referred to the ook.

	1
Rate	Amount
	CO 00
	£0.00



Project Title:	Supply of Uniforms and PPE 2024-30
Tenderer	Tower Supplies

Total of the Prices	Amount
Price List Section A - General Services	
Price List Section B - General Uniforms & PPE Supply	
Price List Section C - Bespoke Uniforms Supply	
Price List Section D - Delivery	
Total of the Prices for one year	
Total of the Prices (for six-year contract duration)	
Assessment of Contract Data Percentages	
Lump sum to which percentages are applied for assessment	
Manufacturing & Fabrication Overhead	
Fee	
Total for Contract Data Percentages Assessment	
Total of the Prices for Tender Assessment	



National Highways Limited Uniforms and Personal Protective Equipment (PPE) 2024

Form of Agreement

THIS AGREEMENT is made the 19th day of February 2024

PARTIES:

- NATIONAL HIGHWAYS LIMITED (company number 09346363) whose registered address is Bridge House, 1 Walnut Close, Guildford, Surrey GU1 4LZ ("the Client); and
- 2. **TOWER SUPPLIES** a partnership having its registered office at 3 Yarrow Road, Poole, Dorset, BH12 4TS ("the *Supplier*").

RECITALS

(A) In response to the *Client's* invitation to tender, the *Supplier* has submitted a tender to Provide the Goods and Services under the CCS RM 6157 Construction Building Materials Alliance Contract, Lot 7 Personal Protective Equipment (Workwear, General and Specialist)

in conformity with the Conditions of Contract, the Contract Data, and the Scope.

(B) The *Client* has accepted the *Supplier's* tender by letter dated 20 December 2023 and now wishes to appoint the *Supplier* on the terms of this Agreement.

OPERATIVE PROVISIONS

- 1. Definitions and Interpretation
- 1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.
- 1.2. The Conditions of Contract are
 - the clauses of the NEC4 Supply Contract (June 2017 with amendments January 2019 and October 2020) (including the Z clauses detailed in the Contract Data) and
 - the Z clauses detailed in the Contract Data of the NEC4 Supply Contract (June 2017 with amendments January 2019 and October 2020).

2. Agreement

2.1. In consideration of the *Client* making payment in accordance with the Conditions, the *Supplier* hereby agrees to Provide the Goods and Services in accordance with this Agreement.

3. Documents

- 3.1 The documents forming part of this Agreement are:
 - 1. the conditions of contract
 - 2. Contract Data
 - 3. Framework Information (including Annexes)
 - 4. the *quotation information*
 - 5. Contract Data
 - 6. Scope (including Annexes)
 - 7. The documents listed in Annex A.

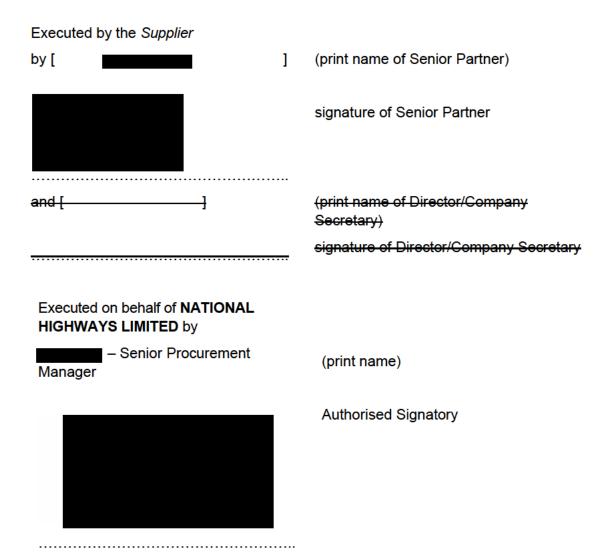
- 8. the Quality Submission
- 9. the Social Value Submission.
- 10. other documents referred to in the documents listed above.
- 3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

4. Not Used

5. Publication of Information

5.1. The Supplier acknowledges that the Client is obliged to publish the provisions of this framework contract in accordance with the Crown Commercial Service note entitled "Publication of Central Government Tenders and Contracts" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The Client shall consult with the Supplier before deciding whether information is exempt, but the Supplier shall acknowledge that the Client has the final decision. The Supplier shall co-operate with and shall assist the Client to publish this Agreement in accordance with the Client's obligation.

Delivered on the date of this document.



ANNEX A - Contract Documents

Client's contract documents	Rev
Uniforms and PPE - Form of Agreement	Rev
Uniforms and PPE – Form of Tender	
Uniforms and PPE Contract Data Part 1	Rev
Uniforms and PPE Contract Data Part 2	Rev
Uniforms and PPE Scope	Rev
SC Scope Annex 01 - Defined Terms	Rev
SC Scope Annex 02 - Reference Documents	Rev
SC Scope Annex 03 - Insurance	Rev
SC Scope Annex 04 - Security and Identification of people - BPSS Form and Guidance	Rev
SC Scope Annex - 05 People Strategy	Rev
SC Scope Annex 06 - Data Protection	Rev
SC Scope Annex 07 - Form of Novation (Purchaser to new Purchaser))	Rev
SC Scope Annex 08 Form of Novation (Supplier to New Supplier)	Rev
SC Scope Annex 09 - Form of Parent Company Guarantee for Standalone contracts	Rev
SC Scope Annex 10 - Full List of Goods	Rev
SC Scope Annex 11 - Product designs and specifications	Rev
SC Scope Annex 12 - Purchaser's delivery locations	Rev
SC Scope Annex 13 - Traffic Officer Uniform and PPE 'To be' Ordering Process Flowchart	Rev
SC Scope Annex 14 - NH Uniform and PPE Stock Value and Product Volume Summary	Rev

Tower Supplies's tender submission documents	Rev
011-1.2.1UPPEForm_of_Tender	
012-1.2.2_NEC4_SC_CONTRACT_DATA_Part_2 _UniformsPPE	
RM6157 Lot 7 U&PPE 2024 Comm Wkbk v1.0 FINAL Rev2 231122	
016-1.4.1Health_and_Safety	
017-1.4.2_DeliveryMobilisation	
018-1.4.3_DeliveryDelivering_the_Scope	
019-1.4.4_Online_eOrdering	
020-1.4.5_DeliveryLogistics	
021-1.4.6_Customer _Organisation_and_Resources	
022-1.4.7_1aSocial_Value _Fighting_climate_change	
023-1.4.8_1bSocial_Value _Tackling_workforce_inequality	
001-1.1.1DunBradstreet	
002-1.1.2_Legal_Opinion	
003-1.1.3_SME_Sub-contractor	
004-1.1.4_Information_Security_Policy	
005-1.1.5_GDPR_Processor_Schedule	
006-1.1.6_Construction_Industry_Scheme_	
007-1.1.7_Appendix_ H_Commercially_ Sensitive_Information_Template	
008-1.1.8_Appendix_I_Non- Collusion_Declaration_Template	

SC Scope Annex 15 - Implementation plan	Rev
SC Scope Annex 16 – Demobilisation Plan	Rev
RM6157 Lot 7 U&PPE 2024 Comm Wkbk v1.0 FINAL Rev1	Rev

009-1.1.9_Appendix_J_ Conflict_of_Interest_Declaration_Template	
010-1.1.10_Appendix_K_ Certificate_of_Compliance_with_NH_Policies	
Technical - 10 - GDPR	
ICO Registration Certificate - ZA136269	
Cyber Essential Plus 2024	