



**Highways England Company Limited**

**NEC4 Term Service Short Contract**  
**(June 2017 with amendments January 2019)**

**SCOPE**

in relation to a *service* for

**National Salt Reserve - Storage Contract**

**Oct 2020**

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## CLIENT'S SCOPE

### S 100 Description of the service

S100.1	<p>Highways England is responsible for managing a national strategic stockpile of over 350k tonnes, comprising of over 260k tonnes set aside for use by local authorities (the National Salt Reserve (NSR)) and over 90k tonnes to assure Highways England's own stock resilience. This salt is only used as a last resort and has been retained as a contingency measure in the event of prolonged severe winter weather. However, the significant investment in the strategic salt stockpiles needs to be safeguarded. This will be achieved through the ongoing assessment and management of risks including salt loss due to environmental and security issues.</p> <p>The NSR has been divided into three management regions which contain the current storage site. The client requires the <i>Contractor</i> to submit a proposal(s) for NSR storage in a region(s), noting that existing storage sites may be re-used or the NSR may be relocated to a new site within the regional boundary. Where the <i>Contractor</i> proposes to relocate the NSR, this is detailed within these proposals).</p> <p><b>Storage and Management of the National Salt Reserve</b></p> <p>Within the <i>Lot</i>, the <i>Client</i> requires the <i>Contractor</i> provide</p> <ol style="list-style-type: none"> <li>1. storage of the National Salt Reserve,</li> <li>2. management of the National Salt Reserve, and</li> <li>3. services during deployment of the National Salt Reserve.</li> </ol>
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### S 101 Service objectives

	Not used
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### S 102 Description of the service

S102.1	<p><u>Storage of the National Salt Reserve</u></p> <p>The <i>Contractor</i> stores the National Salt Reserve for the <i>Lot</i>.</p> <p>The current locations are identified in <u>Table 1 – Current Storage Locations</u></p> <p>The <i>Contractor</i> shall renegotiate storage contracts with land owners at the current storage locations for the <i>Lot</i>, or where this is not possible to identify and procure</p>
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suitable storage sites for the quantity of salt for the period from 1 May 2021 to 30 April 2025.

The *Contractor* shall produce documentation identifying, assessing and planning for risks associated with each of the proposed location(s).

The *Contractor* shall agree minimum notice periods with the land owners giving sufficient duration to ensure that the salt may be moved to a new location during such notice period. The notice periods shall be such so that they can be enacted by either party. The *Contractor* notifies the *client* of all notice periods and any subsequently agreed changes.

Where new storage sites are identified, the *Contractor* shall:

- weigh and haul the salt from its existing location to its new location
- ensure the ground on which any moved stockpile is to be located is a hardstanding suitable to withstand the loads placed upon it by the stockpile, is free of detritus and foreign matter to avoid contamination, and is not located over any drainage or other services access points.
- reuse sheeting if it is a good state of repair and reusable or provide new sheeting if required as detailed within the sheeting requirements.

Location	The Lot	Status of Sheeting (where present)	Approximate Volume Stored (m³) / Tonnes	Sheeting Maintenance Status & Requirements	Current Landowner or Contact
Ellesmere Ports 1-3	Lot 1 - North West	Sheeted	Pile 1 – 6,345m³, 8,946 Tonnes  Pile 2 – 8347m³, 11,769 tonnes  Pile 3 – 9409 m³, 13,267tonnes	Sheeting is in good state of repair. The <i>Contractor</i> maintains this standard.	Quality Freight UK
Garston	Lot 1 - North West	Sheeted	11090m³, 15,637 tonnes	Sheeting is in a good state of repair. The <i>Contractor</i> maintains this standard.	Associated British Ports
North Killingholme	Lot 2 - North East	Sheeted	114997m³ 162,146 tonnes	Sheeting is in a good state of repair. The <i>Contractor</i> maintains this standard.	Salfina
Ridham	Lot 3 - South	Sheeted	12884m³, 18,166 tonnes	Sheeting is in a very good state of repair. Replaced early	Ridham Sea Terminals

				2020, <i>Contractor</i> maintains standard.	The this	Ltd
Sharpness 1- 2	Lot 3 -South	Sheeted	Pile 1 11192m3 / 15,781 tonnes  Pile 2 13389m3 / 18,878 tonnes	Sheeting is in good state of repair. The <i>Contractor</i> maintains this standard.		Victoria Group

Table 1 – Current Storage Locations

S102.2	<p><u>Management of the National Salt Reserve</u></p> <p>For each site (including any new sites) in the <i>Lot</i>, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> <li>• manage any requirements of and liaise with the land owners, including payment of any rent,</li> <li>• ensure that all storage sites comply with all relevant environmental legislation,</li> <li>• maintain the sheeting in accordance with the sheeting requirements (as detailed in S201),</li> <li>• secure the sites in accordance with the security requirements (as detailed in S207),</li> <li>• ensure that all storage sites adhere to the pollution prevention requirements,</li> <li>• undertake periodic inspection and sheeting maintenance of the NSR and report back to the <i>Client</i> using the approved form (as detailed in S202), and</li> <li>• arrange access with the land owners for all Client inspections.</li> </ul>
S102.3	<p><u>Services during deployment of the National Salt Reserve</u></p> <p>In the event of a severe winter requiring the allocation of the NSR to local highway authorities, Highways England (or its Service provider), or in the event of a requirement to undertake NSR management activities, the <i>Client</i> shall issue the <i>Contractor</i> with a Task Order for National Salt Reserve deployment within the <i>Lot</i>.</p> <p>Within 5 working days of the Task Order and until the Task Completion Date, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> <li>• load a minimum of 1,000 tonnes of salt per day onto vehicles for onward despatch to local highway authorities and Highways England Service Providers as instructed,</li> <li>• load the salt at any time of day (24 hours, 7 days per week) as</li> </ul>

	<p>instructed,</p> <ul style="list-style-type: none"> <li>weigh the tonnage of salt being despatched, and</li> <li>provide and implement a stock management system capable of accurately tracking and recording all restocking and dispatches from the NSR under its management in accordance with stock management system requirements (detailed in S314).</li> </ul>
<b>S 103 Client's Objectives</b>	
S 103.1	The purpose of this section is to communicate the <i>Client's</i> vision, values, outcomes and the key objectives of this contract, and outline the <i>Client's</i> expectations regarding how the <i>Contractor</i> supports the delivery of these.
<b>About us</b>	
S 103.2	The <i>Client</i> is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
S 103.3	The <i>Client's</i> strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
S 103.4	The <i>Client</i> role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.
<b>The Client's Vision</b>	
S 103.5	The <i>Client's</i> vision, as set out in the <i>Client's</i> 'Strategic Business Plan' (see link in <b>Annex 02</b> ) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
<b>The Client's Imperatives</b>	
S 103.6	<p>The <i>Client's</i> vision comprises of the three imperatives which are:</p> <ul style="list-style-type: none"> <li><b>safety</b> – the safety of our employees, our service partners and our road users.</li> <li><b>customer service</b> – the customer service and experience that road users have.</li> <li><b>delivery</b> – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year</li> </ul>



	delivering our road network to our road users, stakeholders and customers.
S 103.7	The <i>Client's</i> imperatives set out what we do, and the <i>Contractor</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client's</i> outcomes.
The <i>Client's</i> Values and Expectations	
S 103.8	<p>The <i>Client's</i> values are-</p> <ul style="list-style-type: none"> <li>• <b>safety</b> – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.</li> <li>• <b>integrity</b> – we are custodians of the network, acting with integrity and pride in the long-term national interest.</li> <li>• <b>ownership</b> – we have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.</li> <li>• <b>teamwork</b> – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.</li> <li>• <b>passion</b> – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.</li> </ul>
S 103.9	The <i>Client's</i> values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.
S 103.10	The <i>Contractor</i> has values that support those of the <i>Client</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieving the <i>Client's</i> outcomes.
The <i>Client's</i> Outcomes	
S 103.11	The <i>Client's</i> 'Delivery Plan' (see link in <b>Annex 02</b> ) sets out the <i>Client's</i> main activities to improve the capacity and performance of the network and how the <i>Client</i> will do it.
S103.12	<p>This contract plays a key role in assisting and enabling the <i>Client</i> to achieve its outcomes of:</p> <ul style="list-style-type: none"> <li>• supporting economic growth</li> <li>• a safe and serviceable network</li> <li>• a more free flowing network</li> <li>• a improved environment</li> <li>• a more accessible and integrated network.</li> </ul>

S103.13	<p>This will be achieved through:</p> <ul style="list-style-type: none"> <li>• planning for the future,</li> <li>• growing capability,</li> <li>• building Relationships,</li> <li>• efficient and effective delivery</li> <li>• improving customer interface.</li> </ul>
Contract Core Principals and Key Objectives	
S 103.14	Not used
<b>S 104 Identified and Defined Terms</b>	
S 104.1	In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the conditions of contract or have meaning given to them in <b>Annex 01</b> .
<b>S 105 Reference Documents</b>	
S 105.1	References to documents within this Scope can be found in <b>Annex 02</b> .
<b>S 200 Specifications</b>	
<b>S 201 Specifications</b>	
S 201.1	<p><u>Sheeting Requirements</u></p> <p>The <i>Contractor</i> shall provide (where necessary) and maintain an impermeable sheeting system that is suitable for maintaining the salt in a good state of repair.</p> <p>The <i>Contractor</i> shall ensure that sites have sheeting in place, the sheeting is maintained in a good state of repair in accordance with the sheeting requirements in <u>Table 2 – sheeting requirements</u> to minimise the effects of inclement weather and / or leaching from rainfall.</p> <p>Any proposed new sheeting system shall require the prior approval of the <i>Client</i> before installation.</p> <p>The <i>Contractor</i> does not cover the costs of sheeting repairs / replacement due to high winds or other weather events causing significant damage to the sheeting unless the sheeting was not maintained in accordance with these requirements and those stated in <u>Table 2 – sheeting requirements</u></p> <p>The <i>Contractor</i> shall dispose of old sheeting off site in accordance with relevant Environmental legislation and ensure that there is no debris remaining in the vicinity of the newly sheeted stockpile that could cause pooling of water, contamination or be hazardous during inspections.</p>

	<table border="1"> <tr> <td>Good state of repair</td><td> <p>(i) the sheeting is free from damage including rips and tears. Where damage has been present it has been repaired to a good standard.</p> <p>(ii) the sheeting fully covers the stockpile</p> <p>(iii) sufficient bagging / weighting is in place to minimise the movement of the sheeting during winds, to protect the salt from the elements, and to minimise water ingress or leaching</p> </td></tr> </table>	Good state of repair	<p>(i) the sheeting is free from damage including rips and tears. Where damage has been present it has been repaired to a good standard.</p> <p>(ii) the sheeting fully covers the stockpile</p> <p>(iii) sufficient bagging / weighting is in place to minimise the movement of the sheeting during winds, to protect the salt from the elements, and to minimise water ingress or leaching</p>
Good state of repair	<p>(i) the sheeting is free from damage including rips and tears. Where damage has been present it has been repaired to a good standard.</p> <p>(ii) the sheeting fully covers the stockpile</p> <p>(iii) sufficient bagging / weighting is in place to minimise the movement of the sheeting during winds, to protect the salt from the elements, and to minimise water ingress or leaching</p>		
<u>Table 2 – sheeting requirements</u>			
<b>S 202 Tests and inspections</b>			
S202.1	The <i>Contractor</i> shall undertake quarterly stockpile inspections.		
S 202.2	<p>Due to the nature of the stockpiles and their locations the <i>Contractor</i> shall be responsible for ensuring any <i>Contractors</i> or staff working on the site or on the stockpiles consider all health and safety aspects.</p> <p>The <i>Contractor</i> shall ensure that a full set of procedures and standards to be used are agreed and in place.</p> <p>The <i>Contractor</i> shall provide all plant and equipment and ensure that all staff are appropriately trained.</p> <p>The <i>Contractor</i> shall ensure that all plant and equipment provided is tested and fit for use, taking into account all appropriate legislation.</p>		
<b>S 203 Samples</b>			
	Not Used		
<b>S 204 Management of tests and inspections and provisions of samples</b>			
	Not used		
<b>S 205 Covering up completed work</b>			
	Not Used		
<b>S 206 Training</b>			
S 206.1	The <i>Contractor</i> , its sub-contractors, and supply chain shall be required to follow all applicable requirements of law in relation to Health & Safety, and provide all relevant training, and documentation such as method statements, risk assessments, plant records etc. as required, for any activities or tasks required under this contract.		

## S 207 Security

S 207.1	The <i>Contractor</i> shall ensure that there are sufficient security measures in place to prevent unauthorised access onto the site and/or the unauthorised removal or damage of the NSR.
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## S 208 Deleterious and hazardous materials

	Not Used
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## S 209 Service and other things to be provided by the *Contractor* for the use by the *Client* or others

	Not Used
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## S 210 Requirements of others

S 210.1	The <i>Contractor</i> shall ensure that all necessary planning requirements are in place as and when necessary for the locations where the NSR is located.
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## S 300 Constraints on how the *Contractor* Provides the Service

### S 301 General constraints

S 301.1	<p>The proposed site(s) is safely accessible by any articulated lorry permitted for use on the public highway and remains accessible in all weather conditions.</p> <p>Sufficient turning space is provided on the site to allow the safe manoeuvring of articulated lorries avoiding reversing movements where possible. The site allows for the possibility of queuing vehicles beyond the site boundary and any potential hazard this may pose to highway users is minimised as much as reasonably practical.</p> <p>The site(s) is accessible between the hours of 06:00 and 18:00 Monday to Friday to allow for stock management (including audits, sampling and inspections) and restocking of the National Salt Reserve.</p>
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### S 302 Confidentiality

S 302.1	<p>The <i>Contractor</i> shall ensure that anyone employed by it (or acting on its behalf) keeps confidential and does not disclose to any person</p> <ul style="list-style-type: none"> <li>the terms of the contract</li> <li>any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Contractor</i> in the course of Providing the Service.</li> </ul> <p>except that the <i>Contractor</i> may disclose information</p> <ul style="list-style-type: none"> <li>to its legal or other professional advisers,</li> <li>to its employees and subcontractors (at any stage of remoteness from</li> </ul>
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	<p>the <i>Client</i>) as needed to enable the <i>Contractor</i> to Provide the Service,</p> <ul style="list-style-type: none"> <li>• 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 <i>Contractor</i> consults the <i>Service Manager</i> and takes full account of the <i>Client's</i></li> <li>• views about whether (and if so to what extent) the information should be disclosed,</li> <li>• which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>• which is in the public domain at the time of disclosure other than due to the fault of the <i>Contractor</i> or</li> <li>• with the consent of the <i>Service Manager</i>.</li> </ul>
S 302.2	The <i>Contractor</i> shall not (and ensures that anyone employed by it or acting on its behalf shall not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.
<b>S 303 Security and protection of the Site</b>	
	The <i>Contractor</i> shall ensure that the site and stockpiles are secure.
<b>S 304 Security and identification of people</b>	
S 304.1	The <i>Contractor</i> shall carry out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the <i>Client's</i> personnel security procedures in <b>Annex 04</b> of the Scope.
<b>S 305 Protection of Property affected by the service</b>	
	Not used
<b>S 306 Protection of work on property affected by the service</b>	
	Not Used
<b>S 307 Condition survey</b>	
	Not Used
<b>S308 Consideration of others</b>	
	Not Used
<b>S 309 Industrial relations</b>	
	Not Used

### S 310 Control of works

Not Used

### S 311 Cleanliness

The Contractor shall ensure that the area around the stockpiles are keep in a clean and tidy condition ensuring that all waste and materials are not encroaching into any working area, or impacting on the ability to access the stockpiles for any activity in a safe manner.

### S 312 Waste materials

S 312.1 The Contractor shall dispose of old sheeting off site in accordance with relevant Environmental legislation and ensures that there is no debris remaining in the vicinity of the newly sheeted stockpile that could cause pooling of water, contamination or be hazardous during inspections.

### S 313 Project team - others

Not used

### S 314 Communications system

#### Stock Management System

The Contractor shall provide and implement a stock management system capable of accurately tracking and recording all restocking and dispatches from the NSR under its management. The Contractor shall provide stock information to the Client on request. The minimum sequence of process steps the system is required to undertake is detailed below:

#### Step 1 - Produce and approve the allocation list for strategic salt

The DfT produces and approves an allocation list for the distribution of National Salt. Once the list has been established, DfT may submit it to the Salt Association<sup>1</sup> for a sense-check. Following the sense check the list is returned to the DfT for onward distribution to the Contractor. The list is also copied to the Client who issues a Mobilisation Order to the Contractor.

#### Step 2 - Confirm with each Highway Authority/HE Service Provider the tonnage of salt for despatch

On receipt of the Mobilisation Order from the Client, the Contractor contacts each relevant local highway authority/ HE Service Provider to confirm the tonnage of salt for despatch. The Contractor sets up and assigns a Unique

	<p>Reference Number (URN) for each allocation of salt. The <i>Contractor</i> obtains a Purchase Order from the local highway authority/HE Service Provider and updates the National Salt Master Control Sheet (Appendix I 'National Salt Master Control Sheet') The <i>Contractor</i> captures all details in the National Salt Master Control Sheet in their entirety.</p> <p><u>Step 3 - Generates and issues list of accepted tonnages for each authority</u></p> <p>The <i>Contractor</i> sends via email the National Salt Master Control Sheet containing details of each salt despatch (including the URN) to a haulier (copied to the DfT and the <i>Client</i>) appointed by the <i>Contractor</i> and/or the <i>Client</i>.</p> <p><u>Step 4 - Arrange deliveries with each authority/HE Service Provider and issues details</u></p> <p>On receipt of the National Salt Master Control Sheet, liaison is undertaken with hauliers to arrange delivery of the salt from the appropriate storage site to the Highway Authority/HE Service Provider. The haulier is given the URN number to quote as a reference when arriving at the storage location. The haulier contacts the local highway authority/HE Service Provider to confirm expected delivery date and time, updates the National Salt Master Control Sheet and forwards it to the <i>Contractor</i>.</p> <p><u>Step 5 - Despatch delivery information from the haulier to relevant <i>Contractor's</i> Site contact</u></p> <p>On receipt of the National Salt Master Control Sheet, the <i>Contractor</i> checks the information and submits it to the <i>Contractor's</i> Site contact and the <i>Client</i>.</p> <p><u>Step 6 - Manages the distribution of salt from each storage site to each Highway Authority/HE Service Provider</u></p> <p>The <i>Contractor's</i> Site contact is appointed by the <i>Contractor</i> to manage the distribution of salt. The <i>Contractor's</i> Site contact arranges the appropriate staff at storage locations during periods of distribution. The <i>Contractor's</i> Site contact liaises with the storage site operator for the arrangement of loading equipment and resources. The <i>Contractor's</i> Site contact collects, scans and provides by email to the <i>Contractor</i> all weighbridge ticket information and loading arrangements.</p> <p><u>Step 7 - Verifies despatch information from <i>Contractor's</i> Site contact and sends to HE National Winter Team (NWT) and HE Finance Team</u></p> <p>On receipt of the weighbridge ticket and loading arrangement information from the <i>Contractor's</i> Site contact, the <i>Contractor</i> verifies the information. The <i>Contractor</i> completes the National Salt Master Control Sheet and returns the spreadsheet to the <i>Client</i> no later than 48 hours following despatch of salt. All Proof of Delivery (POD) sheets signed by the receiving local highway authority / HE Service Provider are collated by the hauliers for forwarding to the <i>Contractor</i>. The <i>Contractor</i> sends all PODs to the <i>Client</i> within 48 hours of receipt.</p>
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	<p><u>Step 8 - Invoices generated and payments received logged against corresponding load</u></p> <p>Following receipt of the Proof Of Delivery tickets and the completed National Salt Master Control Sheet from the <i>Contractor</i>, the <i>Client</i> generates an invoice to the relevant local highway authority/ HE Service Provider. All payments received are logged against the corresponding load.</p> <p>The <i>Contractor</i> notifies the <i>Client</i> of any changes to storage arrangements as soon as they are identified.</p> <p>At the end of the contract period, the <i>Contractor</i> provides documented evidence detailing the quantity of salt remaining, taking into account any despatches that have been made and the client deemed rate of environmental loss of no more than 3% per annum.</p> <p>The <i>Client</i> issues a 'De-Mobilisation Order' once the requirement is no longer needed.</p>
<b>S 315 Management procedures</b>	
S 315.1	<p>The <i>Contractor</i> shall submit the National Salt Master Control sheet in accordance with the requirements in S314.</p> <p>The <i>Contractor</i> shall submit the Salt Inspection Report for any inspection and maintenance activities undertaken as detailed in IfT Annex H</p> <p>The <i>Contractor</i> shall attend performance or review meetings as required.</p>
S 315.2	<p>The <i>Contractor</i> shall includes a section on customer service in its monthly report to the <i>Service Manager</i>.</p>
<b>S 316 Contractor's request for payment</b>	
S 316.1	<p>The <i>Contractor</i> shall submit a monthly invoice detailing charges, including breakdown where applicable, to Highways England's invoicing team quoting a valid purchase order number.</p>
<b>S 317 Co-ordination</b>	
S 317.1	<p>The <i>Contractor</i> shall programme the <i>service</i> in a manner that minimises the impact on the customer.</p>
S 317.2	<p>The <i>Contractor</i> shall not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i>.</p>
<b>S 318 Co-operation</b>	
S 318.1	<p>The <i>Contractor</i> shall share information; communicate openly with the <i>Client</i>, continuously share lessons learnt and achievements and enable embedded learning.</p>



<b>S 319 Sharing the property</b>	
	Not used
<b>S 320 Authorities and utilities providers</b>	
	Not used
<b>S 321 Health and Safety requirements</b>	
S 321.1	The <i>Contractor</i> shall comply with the <i>Client's</i> Health and Safety Requirements outlined in <b>Annex 15</b> .
S 321.2	<p>The <i>Contractor</i>, its sub-contractors, and supply chain shall be required to follow all applicable requirements of law in relation to Health &amp; Safety, and provide all relevant training, and documentation such as method statements, risk assessments, plant records etc. as required, for any activities or tasks required under this contract.</p> <p>The Contractor shall ensure that, when required, site inductions are undertaken for anyone requiring access to the stockpiles or the storage locations.</p>
<b>S 322 Method Statements</b>	
	Not used
<b>S 323 Legal requirements</b>	
	Not used
<b>S 324 Inspections</b>	
S 324.1	The <i>Client</i> shall reserve the right to inspect the Health and Safety policy and documentation at any time. The <i>Contractor</i> co-operates within reason.
<b>S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)</b>	
	Not used
<b>S 326 Insurances</b>	
S 326.2	The <i>Contractor</i> shall be required to have in place required insurances described in the Insurance Table and as shown in <b>Annex 03</b> .
S 326.1	The <i>Contractor</i> shall discharge all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.

### S 327 Official Secrets Act

S 327.1	The Official Secrets Act shall apply to the contract from the <i>starting date</i> until the end of the <i>service period</i> .
S 327.2	The <i>Contractor</i> shall notify its employees and subcontractor (at any stage of remoteness from the <i>Client</i> ) of its duties under the Official Secrets Act 1989 (see link in <b>Annex 02</b> .)
S 327.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.

### S 328 Disclosure Requests

S 328.1	The <i>Contractor shall</i> acknowledge that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> 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 <i>Client</i> shall consult with the <i>Contractor</i> before doing so in accordance with the relevant code of practice. The <i>Contractor</i> shall respond to any consultation within any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i> . The <i>Contractor</i> shall acknowledge that it is for the <i>Client</i> to determine whether such information will be disclosed.
S 328.2	When requested to do so by the <i>Service Manager</i> , the <i>Contractor</i> shall promptly provide information in its possession relating to the contract and assists and co-operates to enable the <i>Client</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link at <b>Annex 02</b> .)
S 328.3	The <i>Contractor</i> shall promptly pass any Disclosure Request it receives to the <i>Client</i> . The <i>Contractor</i> shall not respond directly to a Disclosure Request unless instructed by the <i>Client</i> .
S 328.4	The <i>Contractor</i> shall acknowledge that the <i>Client</i> 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 except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Client</i> shall consult with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> shall acknowledge that the <i>Client</i> has the final decision. (See links in <b>Annex 02</b> ).
S 328.5	In accordance with PPN 01/17 the <i>Contractor</i> shall <ul style="list-style-type: none"> <li>co-operate with and assist the <i>Client</i> to enable the <i>Client</i> to comply with its obligations to publish information or</li> <li>agree with the <i>Client</i> a schedule for the release to the public of information relating to the <i>Client</i>,</li> </ul>

	<ul style="list-style-type: none"> <li>provide information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Service Manager</i> and</li> <li>supply the <i>Service Manager</i> with financial data relating to the contract in the form and in the times specified.</li> </ul>
S 328.6	<p>The <i>Contractor</i> shall acknowledge that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service's Guidance Note "Publication of Central Government Tenders and Contracts" dated November 2017, except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Service Manager</i> shall consult with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> shall acknowledge that the <i>Client</i> has the final decision. The <i>Contractor</i> shall co-operate and with assist the <i>Client</i> to publish the contract in accordance with the <i>Client's</i> obligation. (See links in <b>Annex 02</b>).</p>
<b>S 329 Conflict of Interest</b>	
S 329.1	<p>The <i>Contractor</i> shall not take an action which would cause a conflict of interest to arise in connection to the contract. The <i>Contractor</i> shall immediately notify the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.</p>
S 329.2	<p>The <i>Contractor</i> shall notify its employees and subcontractors (at any stage of remoteness from the <i>Client</i>), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the service.</p>
S 329.3	<p>The <i>Contractor</i> shall ensure that any employee and any subcontractor (at any stage of remoteness from the <i>Client</i>) and any of its employees, who are Providing the Service, completes a declaration of interests form set out in the <b>Annex 02</b>.</p>
S 329.4	<p>The <i>Contractor</i> procures any subcontractor (at any stage of remoteness from the <i>Client</i>) and shall immediately notify the <i>Contractor</i> and the <i>Service Manager</i> if there is any uncertainty about whether a conflict of interest may exist or arise.</p>
S 329.5	<p>If the <i>Contractor</i> or subcontractor (at any stage of remoteness from the <i>Client</i>) notifies the <i>Service Manager</i>, of any actual or potential conflict of interest, the <i>Service Manager</i> may</p> <ul style="list-style-type: none"> <li>require the <i>Contractor</i> to stop Providing the Service until any conflict of interest is resolved</li> <li>require the <i>Contractor</i> to submit to the <i>Service Manager</i> for acceptance a proposal to remedy the actual or potential conflict of interest.</li> </ul>
S 329.6	<p>A reason for not accepting the proposal is that it does not resolve the conflict of interest. The <i>Contractor</i> shall amend the proposal in response to any comments and resubmit it for acceptance by the <i>Service Manager</i>. The <i>Contractor</i> shall comply with the proposal once it has been accepted.</p>

### **S 330 *Client's* Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter**

S 330.1	The <i>Contractor</i> shall comply (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" (see links in <b>Annex 02</b> ).
S 330.2	<p>The <i>Contractor</i> shall comply with the "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" throughout with the Service Period and with:</p> <ul style="list-style-type: none"> <li>the <i>Client's</i> Counter Fraud, Bribery and Corruption Policy and</li> <li>the <i>Client's</i> Fair Payment Charter.</li> </ul> <p>for a period not less than 6 years after the end of the <i>service period</i>.</p>
S 330.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.

### **S 331 Discrimination, Bullying and Harassment**

S 331.1	The <i>Contractor</i> shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 331.2	<p>In Providing the Service, the <i>Contractor</i> shall co-operate with and assist the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> <li>eliminate unlawful discrimination, harassment and victimisation,</li> <li>advance equality of opportunity between different groups and</li> <li>foster good relations between different groups.</li> </ul>
S 331.3	<p>The <i>Contractor</i> shall ensure that it's employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>), where they are required to carry out any activity on the <i>Client's</i> premises or alongside the <i>Client's</i> employees on any other premises comply with</p> <ul style="list-style-type: none"> <li>the requirements of the Discrimination Acts</li> <li>the <i>Client's</i> employment policies and</li> <li>codes of practice relating to discrimination and equal opportunities. (See links in <b>Annex 02</b>).</li> </ul>
S 331.4	The <i>Contractor</i> shall notify the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and shall

	<ul style="list-style-type: none"> <li>• provide any information requested by the investigating body, court or tribunal in the timescale allotted,</li> <li>• attend (and permit a representative from the <i>Client</i> to attend) any associated meetings,</li> <li>• promptly allow access to any relevant documents and information and</li> <li>• co-operate fully and promptly with the investigatory body, court or tribunal.</li> </ul>
S 331.5	The <i>Contractor</i> shall comply with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i> ) also comply.
S 331.6	The <i>Contractor</i> shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
S 331.7	<p>The <i>Contractor</i> shall carry out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Contractor</i> shall prepare and deliver to the <i>Client</i> no later than 1<sup>st</sup> August each year an annual</p> <ul style="list-style-type: none"> <li>• slavery and human trafficking report,</li> <li>• transparency statement and</li> <li>• a risk register with mitigating actions</li> </ul> <p>which complies with the Modern Slavery Act 2015 and shall set 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.</p>
S 331.8	The <i>Contractor</i> shall notify the <i>Client</i> 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 331.9	The <i>Contractor</i> shall use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
S 331.10	The <i>Contractor</i> shall comply (and ensures that any subcontractor complies) with the <i>Client's</i> policies relating to bullying and harassment. If the <i>Client</i> considers that the presence or conduct of any of employees (at any stage of remoteness from the <i>Client</i> ) at any location relevant to the performance of the <i>service</i> is undesirable or in breach of the <i>Client's</i> policies, the <i>Client</i> shall instruct the <i>Contractor</i> to implement corrective action.
S 331.11	The <i>Contractor</i> shall ensure that any subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , contains provisions to the same effect as this section. The <i>Contractor</i> , may propose to the <i>Client</i> for

	acceptance, that a specific subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , does not comply with the requirements of this section S 331. The <i>Contractor</i> shall provide a detailed reason for not including some or all of the requirements of this section S 331 in the specific contract. The <i>Contractor</i> shall provide further detail when requested by the <i>Client</i> to assist their consideration. If accepted by the <i>Client</i> , the <i>Contractor</i> shall be relieved from including some or all of the requirements of this section S 331 in the specific contract.
S 331.12	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 332 Energy Efficiency Directive</b>	
S 332.1	<p>The <i>Contractor</i> shall support the achievement of the</p> <ul style="list-style-type: none"> <li>• <i>Client's</i> sustainable development strategy's carbon management ambition and where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes.</li> </ul> <p>When Providing the Service (See links in <b>Annex 02</b>).</p>
S 332.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> <li>• ensure that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the <i>Client</i>) shall comply with the standard for products in the directive "2012/27/EU" (see link at <b>Annex 02</b>),</li> <li>• provide evidence to the <i>Client</i> to demonstrate how any new products for use partly or wholly in Providing the Service, purchases by it or a subcontractor (at any stage of remoteness to the <i>Client</i>) shall comply with the requirements of PPN 7/14 and,</li> <li>• demonstrate efficiency in resource use and maximisation of re-use and recycling of materials to support the <i>Client's</i> circular economy ambition as stated in the <i>Client's</i> sustainable development strategy (see link at <b>Annex 02</b>) and ensures any subcontractors (at any stage of remoteness to the <i>Client</i>) shall demonstrate efficiency to the same effect.</li> </ul>
S 332.3	<p>The <i>Client's</i> air quality strategy (see link at <b>Annex 02</b>) 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. This helps support government to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The <i>Client</i> shall explore 'opportunities to promote the use of low emission vehicles by <i>suppliers</i> to reduce harmful pollutants'.</p>

S 332.4	<p>The <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> <li>ensure that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link at <b>Annex 02</b>) and</li> <li>when requested, work in collaboration with the <i>Client</i> 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 <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Service.</li> </ul>
<b>S 333 Environmental and sustainability requirements</b>	
S 333.1	In Providing the Service the <i>Contractor</i> shall support the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.
S 333.2	<p>The <i>Contractor</i> ensures that it complies with</p> <ul style="list-style-type: none"> <li>the <i>Client's</i> environmental strategy</li> <li>the <i>Client's</i> sustainable development strategy,</li> <li>GG103 – “Introduction and general requirements for sustainable development and design”</li> <li>In Providing the Service (see link at <b>Annex 02</b>).</li> </ul>
S 333.3	In Providing the Service the <i>Contractor</i> shall recognise the importance and value of biodiversity and mitigates the impacts on wildlife and shall look for the opportunities provided by management and construction work to provide biodiversity enhancements.
S 333.4	<p>The <i>Contractor</i> shall ensure in Providing the Service it complies with the biodiversity requirements within</p> <ul style="list-style-type: none"> <li>LA 118 “Biodiversity design” for the design and delivery of the service and</li> <li>the <i>Client's</i> biodiversity plan.</li> </ul> <p>See links in <b>Annex 02</b>.</p>
S 333.5	The <i>Contractor</i> shall ensure that the <i>Client's</i> responsibilities and opportunities within the Government Buying Standards are delivered (see link at <b>Annex 02</b> ).
<b>Site waste management plan</b>	
S 333.13	Site Waste Management Plan

	<p>In Providing the Service the <i>Contractor</i> shall comply with LA 110 “Material assets and waste” to ensure it:</p> <ul style="list-style-type: none"> <li>• minimises the need for waste disposal,</li> <li>• minimises the generation and environmental impacts of wastes arising during the <i>service</i> and</li> <li>• maximises opportunities for the re-use and recovery of wastes and</li> <li>• promotes a circular approach.</li> </ul> <p>The <i>Contractor</i> shall ensure the NSR is covered in accordance with the sheeting requirements in <u>Table1 – sheeting requirements</u> and that it is sited on an impervious base and at least 10 metres away from the nearest watercourse or drain inlet / access.</p> <p>The <i>Contractor</i> shall ensure that drainage from stores and loading areas passes to a suitable system or a sealed tank, not to a watercourse or soakaway.</p> <p>If these pollution prevention requirements cannot be achieved, the <i>Contractor</i> shall liaise with the appropriate agency regarding pollution prevention measures and implements any measures agreed with such agency at his own expense.</p>
S 333.14	<p>The <i>Contractor</i> shall comply with any necessary applications to the local authority or the Environment Agency under the terms of the Environmental Permitting (England and Wales) Regulations 2010 and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes in Providing the Service. (See link in <b>Annex 02</b>).</p>
S 333.15	<p>The <i>Contractor</i> shall produce and maintain site waste management plans which comply with LA 110 “Material assets and waste”. (See link in <b>Annex 02</b>).</p>
<b>S 334 People Strategy</b>	
S 334.1	Not Used
<b>S 335 Offshoring of data</b>	
S 335.1	<p>In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the HMG Security Policy Framework (SPF) (see <b>Annex 02</b>) and the <i>Client’s</i> Information Security Data Security Standard (see <b>Annex 02</b>).</p>
S 335.2	<p>The <i>Contractor</i> shall not store any of the <i>Client’s</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see <b>Annex 02</b>):</p> <ul style="list-style-type: none"> <li>• offshore or</li> </ul>



	<ul style="list-style-type: none"> <li>in any way that it could be accessed from an offshore location until the <i>Client</i> has confirmed to the <i>Contractor</i> that either</li> <li>the <i>Client</i> has gained approval for such storage in accordance with the Information Security Data Security Standard or</li> <li>such approval is not required.</li> </ul>
S 335.3	<p>The <i>Contractor</i> shall ensure that no offshore premises are used in Providing the Service until</p> <ul style="list-style-type: none"> <li>such premises have passed a Risk Assessment or</li> <li>the <i>Client</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.</li> </ul>
S 335.4	<p>The <i>Contractor</i> shall comply with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> <li>gain approval for storing data or allowing access to data from an offshore location in accordance with S 335.2 or</li> <li>conduct a Risk Assessment for any premises in accordance with S 335.3.</li> </ul>
S 335.5	<p>The <i>Contractor</i> shall ensure that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.</p>
S 336.6	<p>A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
<b>S 336 Data Protection</b>	
S 336.1	<p>The <i>Contractor</i> shall comply with the data protection requirements in the data protection <b>Annex 08</b>.</p>
<b>S 337 Information Systems &amp; Security</b>	
S 337.1	<p>The <i>Contractor</i> shall comply with the information systems &amp; security requirements of the Information systems and security <b>Annex 09</b>.</p>
<b>S 338 Quality Management</b>	
<b>Quality management system</b>	
S 338.1	<p>The <i>Contractor</i> shall comply with and operate management systems as follows:</p> <ul style="list-style-type: none"> <li>a health and safety management system complying with the requirements in Annex 15 of the Scope,</li> <li>a quality management system complying with ISO 9001 and ISO 9004,</li> <li>an environmental management system complying with ISO 14001</li> </ul>

S 338.2	The <i>Contractor</i> shall implement a risk management system and process that follows the guidelines contained in ISO 31000 in relation to risk management.
S 338.3	<p>The <i>Contractor</i> shall obtain certification from a body accredited by UKAS (or another equivalent body accepted by the <i>Service Manager</i>) of:</p> <ul style="list-style-type: none"> <li>• the quality management system, and</li> <li>• the environmental management system</li> </ul> <p>to the standards set out above within 26 weeks of the Contract Date and submits to the <i>Service Manager</i> a copy of all certificates within one week after it is obtained. If the <i>Contractor</i> already holds such certification at the Contract Date, the <i>Contractor</i> shall submit to the <i>Service Manager</i> a copy of all certificates within one week after the Contract Date.</p>
S 338.4	The <i>Contractor</i> shall obtain certification of its health and safety management system in accordance with the requirements in Annex 15 of the Scope.
S 338.5	<p>The <i>Contractor's</i> quality management system will include the <i>Contractor's</i> quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to:</p> <ul style="list-style-type: none"> <li>• providing a quality assured service which delivers the requirements in the contract,</li> <li>• supporting the development, implementation and maintenance of the <i>Contractor's</i> quality management system, and</li> <li>• continually providing maximum customer satisfaction.</li> </ul>
S 338.6	The <i>Contractor</i> shall maintain up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the <i>Client</i> copies of the audit reports from the certification accredited bodies and the <i>Contractor's</i> updated certificates.
<b>S 339 Deed of Novation</b>	
S 339.1	Should a deed of novation be required pursuant to Z5 in the <i>conditions of contract</i> , the form of novation agreement is issued by the <i>Client</i> for agreement as set out in <b>Annex 13 and 14</b> .

### S 340 Reporting of Small and Medium Enterprises

S 340.1

For each Small, Medium & Micro Enterprise (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 *Contractor* shall report to the *Client* each quarter from the *starting date* until the end of the *service period*:

- 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 340.2

The *Contractor* shall acknowledge that the *Client* may:

- publish the information supplied under this section, along with the *Contractor's* name and the name of the contract and
- pass the information supplied under this section S340 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name or the contract.

S 340.3

The *Contractor* shall ensure that the *conditions of contract* for each subcontractor who is an SME include:

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

S 340.4

The *Contractor* shall further ensure 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 341 Performance measurement

S 341.1	The <i>Service Manager</i> shall use the current version of the 'Collaborative Performance Framework' (CPF) (see link an <b>Annex 02</b> ) in order to actively measure the <i>Contractor's</i> performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.
S 341.2	The <i>Contractor</i> shall use the current version of the CPF, record performance against each of the relevant indicators in the CPF and assist the <i>Client</i> in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.
S 341.3	<p>The scores recorded by the <i>Contractor</i> against each CPF indicator shall be submitted to the <i>Service Manager</i> and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in <b>Annex 02</b>).</p> <p>The first CPF covers months 1-3 from the Contract Date, and are thereafter submitted quarterly.</p>

### Performance Review

S 341.4	The <i>Contractor</i> shall undertake a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Service Manager</i> , in accordance with the CPF.
S 341.5	The Performance Level is 6 and is measured in accordance with the CPF.
S 341.6	Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 341.7	The <i>Client</i> shall lead additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> shall assist any additional reviews as requested by the <i>Service Manager</i> .

### S 342 Format of Records

S 342.1	<p>The <i>Contractor</i> shall ensure that records are created and maintained in an acceptable format such as:</p> <ul style="list-style-type: none"> <li>• scanned electronic image (Acrobat .pdf),</li> <li>• editable electronic document (Microsoft Word),</li> <li>• editable electronic spreadsheet (Microsoft Excel),</li> <li>• editable vectorised drawing format (.dwg AutoCAD format or equivalent),</li> <li>• graphic electronic image in compressed (.jpg) format, or</li> </ul>
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	<ul style="list-style-type: none"> <li>other formats compatible with the <i>Client's</i> Information Systems, reference documents or guidance manuals as agreed with the <i>Service Manager</i>.</li> </ul>
S 342.2	The <i>Contractor</i> shall undertake translation of existing records into an accepted format when instructed by the <i>Service Manager</i> .
S 342.3	The <i>Contractor</i> may from time to time agree with the <i>Client</i> alternative acceptable formats in which the <i>Contractor</i> maintains records, taking into account any advances and other developments in Information Systems. The <i>Contractor</i> implements any changes as agreed with the <i>Service Manager</i> .
<b>S 343 Records and audit access</b>	
S 343.1	The <i>Contractor</i> shall keep documents and information obtained or prepared by the <i>Contractor</i> or any subcontractor in connection with the contract for a period of 6 years after the end of the <i>service period</i> .
S 343.2	The <i>Contractor</i> shall permit the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i> ).
S 343.3	The <i>Contractor</i> shall provide such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 343.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the <i>Contractor</i> .
<b>S 344 Subcontracting</b>	
Restrictions of requirements for subcontracting	
S 344.1	Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the <i>Contractor</i> shall obtain a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000. 000.
S 344.2	The <i>Contractor</i> shall include a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i> ) do the same.
S 344.3	The <i>Contractor</i> shall ensure that all subcontractors (at any stage of remoteness from the <i>Client</i> ) are Named Suppliers.
S 344.4	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontractor (at any stage of

	remoteness from the <i>Client</i> ) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i> ) to be a Named Supplier.
S 344.5	The <i>Contractor</i> shall ensure that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i> ) (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 <i>Client</i> ) have terms and conditions that align with the subcontract.
S 344.6	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not a NEC form of contract. The <i>Contractor</i> shall not appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) using a contract form other than NEC unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 344.7	<p>The <i>Contractor</i> shall submit the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Client</i> for acceptance. A reason for not accepting the Contract Data is:</p> <ul style="list-style-type: none"> <li>• it does not comply with the obligations of the contract,</li> <li>• it does not align with the risk transfer of the contract or</li> <li>• in the opinion of the <i>Client</i> it has too high a risk transfer to the proposed subcontractor.</li> </ul>
S 344.8	The <i>Contractor</i> shall ensure that any subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is capable of being novated to a replacement contractor.
S 344.9	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not capable of being novated to a replacement contractor. The <i>Contractor</i> shall not award such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 344.10	When requested by the <i>Client</i> , the <i>Contractor</i> shall execute or procure the relevant subcontractors (at any stage of remoteness from the <i>Client</i> ) executes, an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.
<b>S 345 Contract Finder</b>	
S 345.1	The requirements of this section S345 do not apply to subcontracts placed under a Category Purchase Agreement.

S 345.2	<p>Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> <li>• subject to paragraphs S345.4, S345.5 and S345.6, advertise on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the <i>service period</i>,</li> <li>• within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>) update the notice on contracts finder with details of the successful subcontractor,</li> <li>• monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the <i>service period</i> and provides reports on this information to the <i>Client</i> in the format and frequency as reasonably specified by the <i>Client</i> and</li> <li>• promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.</li> </ul> <p>The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in <b>Annex 02</b>) based on an advertised contract value, averaged over the life of the contract.</p>
S 345.3	<p>Each advert referred to in paragraph S345.2 shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i>.</p>
S 345.4	<p>The obligation at paragraph S345.2 shall only apply in respect of subcontract opportunities arising after the Contract Date.</p>
S 345.5	<p>The <i>Contractor</i>, may propose to the <i>Client</i> for acceptance, that a specific subcontract is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist his consideration. If accepted by the <i>Client</i>, the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.</p>
<b>S 346 Fair Payment</b>	
S 346.1	<p>The <i>Contractor</i> shall include in the contract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> <li>• a period for payment of the amount due to the subcontractor (at any stage of remoteness from the <i>Client</i>) 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,</li> </ul>

	<ul style="list-style-type: none"> <li>• a provision requiring the subcontractor (at any stage of remoteness from the <i>Client</i>) to include in each subsubcontract 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 and</li> <li>• a provision requiring the subcontractor (at any stage of remoteness from the <i>Client</i>) to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i> and</li> <li>• a 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 <i>Client</i>) are to be paid within 30 days after the date on which payment becomes due under the contract.</li> </ul>
S 346.2	<p>The <i>Contractor</i> shall notify non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> <li>• to the <i>Client</i> and</li> <li>• through the Cabinet Office Supplier Feedback Service.</li> </ul> <p>The <i>Contractor</i> shall include this provision in each subcontract and require its subcontractors (at any stage of remoteness from the <i>Client</i>) to cascade the provision into subcontracts for subcontractors (at any stage of remoteness from the <i>Client</i>) in such a way that all subcontracts include the same provision.</p>
<b>S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015</b>	
S 347.1	<p>The <i>Contractor</i> shall ensure that any subcontracts for the elements of the <i>service</i> advised by the <i>Client</i> in accordance with paragraph S344.2 are</p> <ul style="list-style-type: none"> <li>• procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”), and</li> <li>• are capable of being novated to the <i>Client</i> or an Other.</li> </ul>
S 347.2	<p>When requested by the <i>Client</i>, the <i>Contractor</i> shall procure that the relevant subcontractor executes an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to the <i>Client</i> or an replacement contractor.</p>
S 347.3	<p>The <i>Contractor</i> may use the <i>Client</i>’s e-tendering system to procure any subcontract required by this section. The <i>Client</i> arranges for advice and support on the use of the <i>Client</i>’s e-tendering system.</p>
S 347.4	<p>The <i>Contractor</i> shall provide to the <i>Client</i> draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the <i>Client</i> not accepting the draft procurement documents is that they</p> <ul style="list-style-type: none"> <li>• do not comply with the Public Contract Regulations, any case law or any EU Regulations,</li> <li>• do not comply with or meet the requirements of the contract</li> </ul>



	<ul style="list-style-type: none"> <li>• in the opinion of the <i>Client</i>, would place an unacceptable burden upon the <i>Client</i> (should the subcontract be novated to the <i>Client</i>) or</li> <li>• do not enable the <i>Contractor</i> to Provide the Service.</li> </ul>
S 347.5	The <i>Contractor</i> shall not publish any procurement documents until the <i>Client</i> has accepted them.
<b>S 348 Parent Company Guarantee</b>	
S 348.1	If the <i>Contractor</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in <b>Annex 16</b> .
<b>S 349 Legal Opinion</b>	
S 349.1	If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the <i>Contractor</i> shall provide a legal opinion in support of a Parent Company Guarantee.
S 349.2	<p>Any legal opinion provided by the <i>Contractor</i> in support of a Parent Company Guarantee from a non-UK registered company shall include (among others) the following matters:</p> <ul style="list-style-type: none"> <li>• Is addressed to the <i>Client</i> on a full reliance basis,</li> <li>• The liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,</li> <li>• confirmation that: <ul style="list-style-type: none"> <li>○ 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,</li> <li>○ the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> <li>○ 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,</li> <li>○ execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>○ 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: <ul style="list-style-type: none"> <li>▪ the constitutional documents of the Controller,</li> <li>▪ any provision of the laws of the jurisdiction in which it is incorporated,</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>▪ any mortgage, contract or other undertaking which is binding on the bidder or its assets and</li> <li>○ (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,</li> <li>• 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,</li> <li>• notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Client</i> under the Parent Company Guarantee,</li> <li>• confirmation of whether the <i>Client</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and</li> <li>• 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 in respect of proceedings against it in relation to the Parent Company Guarantee.</li> </ul>
<b>S 350 Project Bank Account</b>	
	Not used
<b>S 351 Adding a Named Supplier</b>	
S 351.1	Not Used
<b>S 352 Project Bank Account Tracker</b>	
	Not used
<b>S 353 Contractor's rights over material prepared for the design of the service</b>	
S 353.1	The <i>Contractor</i> shall acquire no rights over material prepared for the design of the <i>service</i> .
<b>S 354 Other rights to be obtained by the Contractor</b>	
S 354.1	The <i>Contractor</i> shall grant to the <i>Client</i> licences to use, modify and develop the <i>Contractor's</i> Contractor Background IPR for any purpose relating to the <i>service</i>

	(or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 354.2	The <i>Contractor</i> shall procure a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's Contractor Background IPR for any purpose relating to the <i>service</i> , (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 354.3	The <i>Client</i> shall not acquire any ownership right, title or interest in or to the Contractor Background IPR.
<b>S 355 Business Continuity</b>	
S 355.1	The <i>Contractor</i> shall prepare a business continuity plan that complies with ISO22301:2019 and/or best industry practice and submits the draft plan to the <i>Supply Manager</i> no later than four weeks after the <i>starting date</i> for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019 and/or best industry practice. The <i>Contractor</i> shall amend the plan to address the <i>Supply Manager's</i> comments and resubmits for acceptance within one week.
S 355.2	The <i>Contractor</i> shall undertake an annual test event to test the business continuity plan. The <i>Contractor</i> shall agree with the <i>Supply Manager</i> the test scenario prior to the test. Following the test, the <i>Contractor</i> shall prepare a feedback report with any proposed amendments to the business continuity plan and submits the report to the <i>Supply Manager</i> within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Supply Manager</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
S 355.3	The <i>Contractor</i> shall implement any proposed amendments in the accepted feedback report as instructed by the <i>Supply Manager</i> .
S 355.4	Where requested, the <i>Contractor</i> shall complete the <i>Client's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Supply Manager</i> . The <i>Contractor</i> shall provide supporting evidence to the <i>Supply Manager</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Client</i> may undertake an audit of compliance with these requirements.
<b>S 400 Requirements for the <i>Contractor's</i> plan</b>	
	Not Used
<b>S 500 Services and other things to be provided by the <i>Client</i></b>	
	Not Used

<b>S 600 Property affected by the service</b>	
	The salt and associated sheet covering system stored at each location identified in <u>Table 2 – Current Storage Locations</u> is owned by the client.
<b>S 601 Property owned by the <i>Client</i> that is affected by the service</b>	
S 601.1	The salt and associated sheet covering system stored at each location is owned by the client.
<b>S 602 Property not owned by the <i>Client</i> that is affected by the service</b>	
S 602.1	The locations and all facilities where the salt is stored is third party land.
<b>S 603 Not Used</b>	
	Not used
<b>S 604 Activity in the property</b>	
S 604.1	Not used
<b>S 605 Contact information</b>	
S 605.1	The contractor shall provide details of a site contact for each location to enable client inspections and audits.
<b>S 606 Procedures for access</b>	
S 606.1	The contractor shall provide details for access to each location to the client.
<b>S 607 Minimising interface caused to the <i>Client</i> and others</b>	
S 607.1	The contractor shall ensure that the salt stocks are not located in an area accessible by the public, and in locations where by client interaction or interfaces with site operations is minimised.
<b>S 608 Equipment required to be included in the property affected by the service</b>	
S 608.1	The Contractor shall provide all equipment and plant for the mobilisation activities where instructed or when the salt stockpiles are to be moved, relocated or dispatched.