

## **1. REQUIREMENT (including Specification)**

---

This section provides tenderers with as much detail as possible regarding the requirements and will help tenderers to compile their tender submission, and provides a specification for the products/services.

The successful Supplier(s) must comply with the product and service specification for each lot and sub-lot they bid for. Tenderers should complete section 2 Response to Requirement and Specification of the Tender Submission document and pricing schedules within Appendix D for each lot they bid for.

The Specification below covers the supply of de-icing salt for spreading on highways for winter maintenance, and covers both salt produced in the UK and imported salt. It also covers bagged salt, other de-icing products and sheeting for salt stockpiles.

### **Lot 1 and 2 Service Specification**

- 1.1. The Supplier shall at all times perform the Agreement with skill and care and diligence with the utmost good faith and to the reasonable satisfaction of the Customer.
- 1.2. The Goods shall comply with the requirements of the appropriate British Standard and of this Specification unless otherwise directed by the Customer. In the event of a dispute over the composition of any Goods supplied the Customer will take samples jointly with the Contractor for testing in accordance with the appropriate British Standard or Specification agreed with the Customer. The test results of these samples will be used as an assessment of compliance with the Specification. Test methods are to be in accordance with BS3247: 2011 (or the current version at the time of compliance check) and grading to use a test sieve compliant with BS ISO 3310-2:2013.
- 1.3. Goods not in compliance can be rejected by the Customer in accordance with Condition 1.6. Alternatively the Customer may, at its sole discretion, agree to accept the Goods, in which event, payment to the Supplier will be reduced by an amount agreed between the Customer and the Supplier.
- 1.4. In the event that the Customer agrees to accept Goods not in accordance with the Specification, the Contract Price of such shall be reduced by an amount agreed between the Customer and the Supplier. In accordance with Paragraph 40 of the Framework Agreement and Paragraph 27.1 of the Customer Agreement, this shall not constitute a waiver. Any material supplied with values below/above the last value given will be replaced at no cost to the Customer with fresh supplies in accordance with the Specification.
- 1.5. The Customer undertakes to carry out an initial inspection of the Goods on delivery or within a reasonable period thereafter.
- 1.6. The Customer will accept Goods once they have passed their initial inspection and will reject Goods found not to be in accordance with the Framework or its Specification, or which are in any way substandard.
- 1.7. Any Goods that are rejected under Condition 1.6 shall, at the option of the Customer, be removed from the site of the works or from the Customer's depot by the Supplier at its own expense and without delay after receipt of notice of rejection. The Supplier shall refund to the Customer any costs in respect of plant or labour which may have been incurred by the Customer in handling such material prior to its rejection. If not so removed by the Supplier the Customer may cause the same to be removed and recover from the Supplier all expenses occasioned by such removal.
- 1.8. Should the Supplier be unable to replace the Goods, the Customer shall be at liberty to obtain elsewhere Goods in place of any rejected by him. Any reasonable extra cost

incurred thereby shall be deducted from any sum owing to the Supplier or shall be otherwise recoverable from the Supplier.

- 1.9. Representative samples of Goods proposed to be supplied are to be forwarded upon request to the Customer, carriage paid.
- 1.10. The Customer reserves the right to select samples of material supplied under the Framework. Sampling and subsequent testing shall be in accordance with the appropriate current British Standard or Specification agreed with the Customer. Analysts' fees will be paid by the Customer in respect of samples which comply with the Specification. If on analysis a sample does not comply then the cost of analysis shall be payable by the Supplier.
- 1.11. The Customer shall at all reasonable times have access to all places where work is being carried out or Goods are being obtained or manufactured for the purposes of the Framework and the Supplier shall afford every facility for and every assistance in obtaining the right to such access.
- 1.12. Goods ordered by the Customer in writing or verbally (with subsequent written confirmation) shall be delivered by the Supplier in such quantities at such times and to such places as shall be directed by the Customer who will prescribe such quantities and particular types of material required.
- 1.13. The Supplier shall forward to the Customer within 2 days of delivery of the Goods, advice notes in respect of each load supplied on that day. These advice notes shall indicate the number of the order, the volume of the load, the source of supply, the description of the Goods supplied and the point to which they were delivered. Each load of salt delivered shall be accompanied by a certified weight ticket from an approved weighbridge which, where required, shall be handed at the time of delivery to the Customer who will receipt a duplicate copy for the Supplier to retain in support of his account. In the case of salt collected by the Customer, the Supplier shall hand a certified weight ticket to the driver of the lorry who will receipt a duplicate copy for retention by the Supplier in support of his account. When the Customer is not present at delivery to receive the certified weight ticket it shall accompany the advice note.
- 1.14. Supplies of Goods shall commence at such times and shall continue at such rates as the Customer's orders shall specify but the Supplier will not be required to supply a greater quantity of Goods in any one day than that stated on its Tender. In the event of the Supplier failing to supply or deliver Goods at the daily rate required, the Customer shall be at liberty to obtain Goods elsewhere to make up the daily rate required. If the Supplier shall deposit any Goods otherwise than in accordance with the directions of the Customer they shall be removed as required by the Customer at the Supplier's expense. Any additional expense incurred under the terms of this clause may be deducted from any sums due to the Supplier, unless the Supplier satisfies the Customer that the failure to supply is due to stress of weather, strikes or other causes beyond his control.
- 1.15. The Customer may at any time without extra payment require any of the lorries employed by the Supplier when the said lorries are delivering Goods required by this Agreement to proceed to the nearest approved weighbridge for check weighing. The weight / volume of the load shall be determined by means of a suitable yield test in agreed with the Customer. Any deviation from the route between the point of supply and the point of delivery incurred for the purpose of such weighing will not normally exceed 10km.
- 1.16. Unless otherwise agreed by the Customer, delivery of Goods shall take place within normal working hours.
- 1.17. The Supplier shall take all possible steps to ensure a continuous supply of Goods until the total ordered or arranged for the depot has been reached.

- 1.18. At times of peak demand it is accepted that some rationing of Goods may take place. In these instances material shall be delivered in a priority order determined by each Customer.
- 1.19. The Supplier shall inform the Customer of the proposed time and date of each delivery by telephone or email at least 2 working days before that delivery is to be made.
- 1.20. When the Customer requires deliveries to be made outside normal working hours, the Supplier may seek additional payment to be agreed by the Customer prior the delivery being made.

**LOT 1 - Supply and Delivery of Bulk 6mm and 10mm Brown Salt**

- 1.21. Lot 1 covers the supply and delivery of 6mm and/or 10mm Brown Rock Salt to nominated depots within the customer’s geographical area. Customers will confirm their nominated delivery depots to the successful supplier(s) once the award has been made.
- 1.22. Mined brown rock salt which complies with the requirements of **BS3247:2011 Salt for Spreading on Highways for Winter Maintenance** is required, measured on a dry basis.
- 1.23. The edition of this specification shall be that current at the closing date for submission of tenders.
- 1.24. Should the British Standard change (we anticipate a change in the calcium sulphate percentage level at the time of writing), then tenderers will be expected to supply to the latest British Standard once the framework commences.
- 1.25. BS3247:2011 fine grade **6.3mm** rock salt table 1 grading of salt:

<b>Sieve Size</b>	<b>REQUIRED % PASSING</b>
6.3mm	100
2.36mm	30 – 80
0.3mm	0 – 20
Soluble chlorides as NaCl	>90.0
Soluble sulphates as CaSo4	<2.5
Insolubles	<7.5
Moisture	2.0-4.0*

- 1.26. \*Low Moisture Salt (<2%) may also be required by some Customers under this framework agreement. Low moisture content salt for barn or covered storage must be transported in covered vehicles and arrive at the place of delivery/storage with a moisture content not exceeding 2%.
- 1.27. BS3247:2011 coarse grade **10.0mm** rock salt table 1 grading of salt:

<b>Sieve Size</b>	<b>REQUIRED % PASSING</b>
10.0mm	100
6.3mm	75 – 95
2.36mm	30 – 70
0.3mm	<20

Soluble chlorides as NaCl	>90.0
Soluble sulphates as CaSo4	<2.5
Insolubles	<7.5
Moisture	2.0-4.0*

- 1.28. The price shall not differ for 10mm and 6mm Brown Salt to BS3247:2011.
- 1.29. Customers may wish to purchase additives Agricultural By-Product (Safecote or equivalent) pre-mixed with salt. The Agricultural By-Product will be pre-mixed at the following levels:

<b>Anti-caking agent</b>	mg/kg	>30	45
<b>ABP Additive</b>	%m/m	Min 2.5	3.0

- 1.30. ESPO / the Customer reserve the right to request samples of salt, to be forwarded free of charge, at the tender stage or during the period of the framework, which can be tested to ensure compliance with the British Standard and the specification for ABP above.
- 1.31. Prices will include transport in full loads of 28 / 29 tonnes in either an articulated truck or 8 wheel fixed body truck, or other vehicle as agreed with the Customer.

#### **Stock Management Service**

- 1.32. Included within the supply provision in Lot 1 is a stock management service, which may optionally be taken up by Customers if they wish.
- 1.33. The stock management service will be provided free of charge to Customers, unless otherwise stated in the Tenderer's submission.
- 1.34. The stock management service, if required by a Customer, will operate in accordance with the following provisions (if not, summer and winter restocking will take place with the Customer ordering from the awarded supplier(s) directly as normal):

#### **Summer Deliveries**

- 1.35. The Supplier and the Customer shall at the commencement of the Framework jointly agree the required maximum and minimum stocking levels for each of the Customer's depots.
- 1.36. The Supplier and the Customer will jointly take stock checks at each of the Customer's depots and such stock checks shall be taken within three weeks of the 1<sup>st</sup> May in each year of the Framework.
- 1.37. Following establishment of these existing stock levels the Supplier will deliver such material (of the agreed Specification) as is necessary to bring Customer stock levels at each depot up to the initial maximum agreed level.
- 1.38. Deliveries referred to in 1.36 may be delivered at the Supplier's option at any time prior to the following 1<sup>st</sup> October in each year of the Framework.

#### **Winter Deliveries**

- 1.39. During the period 1<sup>st</sup> October to 31<sup>st</sup> May each year (or by such amended dates as mutually agreed) the Supplier and the Customer shall jointly operate a 'Stock Management' system in accordance with the following provisions.
- 1.40. The Customer shall, on a daily basis, accurately record quantities of material used from each depot and the total quantity used from each depot during the preceding week shall be notified to the Supplier by email or facsimile and on a day as agreed between the parties.
- 1.41. On receipt of the quantities referred to in 1.39 above, the Supplier shall have the

option to deliver material during the following week subject to ensuring that the stocking levels remain within the minimum and maximum levels agreed. The Supplier shall advise the Customer of its proposed deliveries and the Customer shall either confirm or agree amended deliveries in accordance with 1.42 and 1.43 below.

- 1.42. Deliveries referred to in 1.41 shall be made during normal working hours, which shall be 08:00 to 16:00 Monday to Friday unless otherwise agreed. Deliveries outside of these hours will not be accepted unless agreed at least 24 hours in advance by the Customer.
- 1.43. In the event that the quantity used by the Customer is below any agreed minimum weekly delivery tonnage, the Supplier may defer deliveries until the amount required is in excess of such minimum delivery tonnage.
- 1.44. For the efficient management of the Stock Management system, the Supplier shall appoint a co-ordinator who shall be responsible for its day to day operation in liaison with the Customer or nominated representative.
- 1.45. The Supplier shall guarantee to deliver an agreed minimum weekly tonnage in times of a winter emergency.
- 1.46. Customers shall be able to monitor the current stock levels by electronic means, for example, via a Supplier's website, or from a spreadsheet sent to the Customer by the Supplier.

## LOT 2 - Specification for BS3247 6.3mm White High Purity Marine salt

- 2.1. Lot 2 covers the supply and delivery of 6mm White Marine Salt to nominated depots within the customer's geographical area. Customers will confirm their nominated delivery depots to the successful supplier(s) once the award has been made.
- 2.2. High purity white marine salt which complies with the requirements of **BS3247:2011 Salt for Spreading on Highways for Winter Maintenance**, is required, measured on a dry basis.
- 2.3. The edition of this specification shall be that current at the closing date for submission of tenders.
- 2.4. Should the British Standard change (we anticipate a change in the calcium sulphate percentage level at the time of writing), then tenderers will be expected to supply to the latest British Standard once the framework commences.
- 2.5. Specification for BS3247 6.3mm White High Purity Marine salt:

Sieve Size	REQUIRED % PASSING
6.3mm	100
1.18mm	0 – 80
0.15mm	0 – 10
Soluble chloride compounds as NaCl	>90.0
Soluble sulphates as CaSo4	<2.5
Insolubles	<7.5
Moisture	<4.0

- 2.6. Prices will include transport in full loads of 28 / 29 tonnes in either an articulated truck or 8 wheel fixed body truck, or other vehicle as agreed with the Customer.

## Lot 3 – Specification for 6mm White High Purity Salt (Lincolnshire County Council specification)

- 3.1. Lot 3 covers the supply and delivery of 6mm white high purity marine salt to Lincolnshire County Council to the specification below.
- 3.2. Marine salt is required for its operational benefits; in consistency of the product and ease of salt spreader calibration.
- 3.3. Specification for Lincolnshire County Council White High Purity Marine Salt:

Sieve Size	REQUIRED % PASSING
6.3mm	100
5.0mm	85 – 100
2.0mm	30 – 80
1.0mm	15 – 50
0.5mm	3 – 25
0.15mm	0 – 5
0.063mm	Report Value
Soluble chlorides as NaCl %	>98.0
Natural minerals other than NaCl %	<2.0
Moisture	Between 1.5% and 4.0%

- 3.4. The depots which onward delivery will be required to are:

Depot / Location	Maximum storage capacity at
------------------	-----------------------------

	<b>depot / location (tonnes)</b>
Quayside	10,000
Sturton by Stow	2,700
Willingham Hall	2,000
Manby	3,700
Horncastle	5,500
Ancaster	4,000
Thurlby*	2,600
Chainbridge	3,800
Pode Hole	2,300

- 3.5. \*All depots are accessible by articulated vehicles with the exception of Thurlby where only fixed body 8 wheeler lorries can be used.
- 3.6. The following mandatory requirements must also be met by the successful Supplier:
- 3.6.1. Quayside storage facilities for salt shipment to be charged monthly.
- 3.6.2. Sheeting / covering of stockpile service at quayside.
- 3.6.3. Onward delivery of stock to the local storage depot(s) in quantities advised by the Customer.
- 3.6.4. Salt stacking / movement service at the Customer's depots (i.e. all or any) required via a 16t or 20t 360° tracked excavator with a 2 cubic metre / 2 tonne capacity bucket with fully trained, competent operator.
- 3.7. Shipping will be required from supply source to Immingham (or other port as specified by the tenderer) Delivery Duty Paid (DDP) as per Incoterms 2010.
- 3.8. The Supplier shall be responsible for export-customs declaration, carriage to port of export, unloading of truck in port of export, loading charges in port of export, carriage (sea freight) to port of import, unloading charges, insurance, loading on truck in port of import, carriage to place of destination, import customs clearance and import taxes.
- 3.9. Once delivered to the quayside, payment will be made by the Customer for the material minus price of transport to depot (the price of the material will therefore exclude transport to depot prices.) At an agreed subsequent date, the material will then be delivered onwards by the Supplier to any of the depots listed above, and the haulage element paid for.
- 3.10. On payment of the invoice by the Customer, title of the salt shall pass to the Customer.
- 3.11. Risk shall pass on acceptance by the Customer of the goods.
- 3.12. The land owner at the location of storage of salt must be aware of the Customer's ownership of salt and that the Customer has full rights of ownership and access over the salt.
- 3.13. Storage charges must be paid to the relevant port in full in advance to cover the period of contract.
- 3.14. The Supplier shall insure the salt at the port is fully insured against loss whilst it is their responsibility.
- 3.15. Prices will include transport in full loads of 28 / 29 tonnes in either an articulated truck or 8 wheel fixed body truck, or other vehicle as agreed with the Customer to the nominated customer depots.

#### **Lot 4 – Specification for Pure Dried Vacuum salt table 1 grading of salt**

- 4.1. Lot 4 covers the supply and delivery of Pure Dried Vacuum (PDV) Salt to nominated depots within the customer's geographical area. Customers will confirm their nominated delivery depots to the successful supplier(s) once the award has been made.
- 4.2. Pure Dried Vacuum Salt to the following specification is required:

<b>Sieve Size</b>	<b>REQUIRED % PASSING</b>
1.18mm	100
0.15mm	0 – 30
Soluble chlorides as NaCl	>99.5
Soluble sulphates as CaSo <sub>4</sub>	<2.0
Insolubles	<1.0
Moisture	<2.0

**Lot 5A & 5B – Specification for the Supply and Delivery of Brown and White Bagged Salt (25kg and 1 tonne bags)**

**Dry Brown Rock Salt**

**25kg bags**

- 5.1. 25kg bags to be manufactured from 115 micron polythene
- 5.2. 25kg bags must state the contents/usage details on the outer.
- 5.3. The contents of the bag must consist of only salt (no sand, gravel etc should be added).
- 5.4. 25kg bags will be delivered in full loads of 22 pallets (49 bags per pallet) or 24 pallets (40 bags per pallet), unless otherwise agreed between the customer and the supplier.
- 5.5. The minimum order quantity for 25kg bags will be 1 pallet of 49 bags.

**1 tonne bags**

- 5.6. 1 tonne bags should have a mass of 1 metric tonne when weighed
- 5.7. The contents of the bag must consist of only salt (no sand, gravel etc should be added).
- 5.8. The 1 tonne bags must have a breaking strain of 5 metric tonnes.
- 5.9. The 1 tonne bags must have a method for hooking the bag on and off a forklift or HIAB e.g. a single loop central lifting eye.
- 5.10. 1 tonne bags must be capable of keeping the salt in good condition whilst stored outside. Ideally, bags which have an inner plastic inner liner which may be inflated inside the outer liner, filled with the salt to 1 Metric Tonne and sealed with a cable tie, can be used.
- 5.11. 1 tonne bags to be delivered in full loads of 28 x 1 tonne bags, unless otherwise agreed.
- 5.12. The minimum order quantity for 1 tonne bags will be 1 x 1 tonne bag
- 5.13. 1 tonne and 25kg bags must be suitable for long term outdoor storage and must be weather resistant.
- 5.14. The salt supplied in 1 tonne and 25kg bags must conform to BS3247:2011.
- 5.15. Suppliers must be able to supply to any UK location.
- 5.16. BS3247:2011 fine grade **6.3mm** rock salt table 1 grading of salt:

<b>Sieve Size</b>	<b>REQUIRED % PASSING</b>
-------------------	---------------------------

6.3mm	100
2.36mm	30 – 80
0.3mm	0 – 20
Soluble chloride compounds as NaCl	>90.0
Soluble sulphates as CaSo4	<2.5
Insolubles	<7.5
Moisture	<4.0

## **Dry White Rock Salt**

### **25kg bags**

- 5.17. 25kg bags to be manufactured from 115 micron polythene
- 5.18. 25kg bags must state the contents/usage details on the outer.
- 5.19. 25kg bags will be delivered in full loads of 22 pallets (49 bags per pallet) or 24 pallets (40 bags per pallet), unless otherwise agreed between the customer and the supplier.
- 5.20. The minimum order quantity for 25kg bags will be 1 pallet of 49 bags.
- 5.21. The Salt supplied must conform to BS3247:2011.
- 5.22. BS3247:2011 fine grade **6.3mm** white high purity salt:

<b>Sieve Size</b>	<b>REQUIRED % PASSING</b>
6.3mm	100
1.18mm	0 – 80
0.15mm	0 – 10
Soluble chloride compounds as NaCl	>90.0
Soluble sulphates as CaSo4	<2.5
Insolubles	<7.5
Moisture	<4.0

### **1 tonne bags**

- 5.23. The same provisions set out in 5.6 to 5.15 will also apply to white salt in 1 tonne bags.
- 5.24. Bagged salt must be directly delivered to the Customer's nominated locations and the customer will offload using a forklift truck. If the Customer doesn't have a forklift truck available on site, the Customer will advise the Supplier that a vehicle with tail-lift is required and the Supplier will offload the products to a nearby location.

### **5.25. Lot 5C - ESPO-Specific Bagged Salt Requirements**

- 5.26. The products supplied to ESPO must comply with the Lot 5 specifications above AND the following:

#### **Lead Time**

- 5.27. The maximum lead time from receipt of a purchase order to delivery to ESPO Distribution Centre shall be no more than 28 days.
- 5.28. With respect to delivery of the Goods, all orders must be delivered in full and within the lead time throughout the contract period.
- 5.29. Delivery KPIs will be monitored to ensure suppliers adhere to the lead times provided within their tender submission.

- 5.30. ESPO reserves the right to cancel an order that cannot be delivered within the lead time at no charge to ESPO.

### **Logistic Requirements – Stock Items**

#### **Barcoding**

- 5.31. ESPO are currently working with a paperless picking system in the warehouse operation which will require goods to be supplied complete with a unique identity bar code.
- 5.32. The bar code may be printed on the individual unit packaging or on an attached identity label.
- 5.33. The bar code on the individual unit packaging must be different from the bar code on the outer packaging.
- 5.34. Where products tendered for are currently bar coded then this is deemed acceptable. For products where no current bar code exists ESPO may require the supplier to incorporate the ESPO stock code within the bar code.
- 5.35. The inclusion of bar codes on products supplied is mandatory upon commencement of the framework agreement, supplier are requested to note that throughout the life of this framework agreement they will be required to assist ESPO in the implementation of this project by providing bar coding across all products supplied.

#### **Packaging**

- 5.36. All packaging and containers used in the delivery of Goods shall be environmentally friendly, recyclable or reusable wherever possible.
- 5.37. The Goods shall be packaged using the minimum amount of packaging necessary whilst ensuring they are suitably packaged to ensure protection during transit and storage.
- 5.38. All items to be supplied in the pack multiples stated within the pricing schedule.
- 5.39. All items are required to be individually packaged unless identified as a set.
- 5.40. Unless agreed otherwise by ESPO any new products other than listed within the pricing schedule, will be introduced on a sale or return basis for the initial stocking order and reviewed after 12 months of introduction. The initial stocking level will be agreed and monitored between the supplier and ESPO, any surplus stock will be returned for a full credit from the supplier.
- 5.41. The Goods shall be clearly labelled to ensure easy identification with details of contents and instructions for use where applicable.
- 5.42. For bulk orders or large items, deliveries should be made on 4 way full perimeter base pallets of timber construction, 1200 x 1000mm, or 2 way entry on the 1200mm side.
- 5.43. Pallets must conform to British Standard 2629 1976.
- 5.44. Loaded pallets, inclusive of pallet, goods, top board and banding, must not exceed 1200mm in height or 800kgs in weight. The load must not overhang the pallet sides. Palletised loads must be securely banded in both directions and top boards provided where necessary to stabilise the load. Shrink-wrapping may be an acceptable alternative to banding.
- 5.45. Goods incorrectly palletised will not be accepted.
- 5.46. Pallets are to be provided on a 'free-of-charge' basis and will be non-returnable.

#### **Delivery**

- 5.47. Orders will be sent to the successful suppliers directly from ESPO; these orders will be generated from the successful suppliers' featured products in the ESPO

catalogue.

- 5.48. Suppliers will deliver as directed on the official purchase order and invoice directly to ESPO.
- 5.49. All deliveries must be booked-in 48 hours prior to delivery into ESPO stores by contacting the Goods Inwards Department on 0116 294 4121 to obtain a booking in reference.
- 5.50. Delivery Address: ESPO, Barnsdale Way, Grove Park, Enderby, Leicestershire, LE19 1ES.
- 5.51. Delivery or collection of Goods shall be directly as instructed by ESPO. It shall be to the ESPO distribution centre.
- 5.52. Delivery to a carrier shall not be deemed to be delivery of the Goods to the delivery address nominated by ESPO unless otherwise agreed.
- 5.53. Every delivery of Goods shall be accompanied by a delivery note addressed to ESPO. The delivery note must show clearly the ESPO purchase order number, ESPO Item Number, Quantity, Full Description and supplier Reference Code.
- 5.54. Proof of delivery shall only be considered by ESPO on production by the supplier of a copy of the delivery note signed by an authorised officer of ESPO.
- 5.55. The Tenderer or the Tenderer's employees and agents shall comply with all reasonable requirements of ESPO at the place of delivery and in particular shall ensure that their vehicles are not reversed or manoeuvred at any establishment where children or vulnerable people are, or are likely to be, present without assistance from a responsible adult.
- 5.56. All deliveries shall be agreed with ESPO. Deliveries must take place within normal working hours unless otherwise agreed between the supplier and ESPO.
- 5.57. The supplier shall notify ESPO immediately (by email to [stockoptimisation@espo.org](mailto:stockoptimisation@espo.org) for stock items and [directs@espo.org](mailto:directs@espo.org) for delivery direct to ESPO's customer) as it becomes aware that a delivery cannot be made within the Lead Time or the revised lead time(s) agreed with ESPO.
- 5.58. Removal of goods
- 5.59. Rejected Goods shall be removed by and at the expense of the supplier within 5 days or such other period as may be agreed with ESPO.
- 5.60. If the supplier fails to remove the Goods within the time specified ESPO may arrange for the Goods to be removed and charge the supplier with all expenses incurred in such removal.
- 5.61. The removal of any Goods is to be carried out in accordance with environmental legislation and where appropriate the supplier must have the relevant licenses to transport, store and dispose of the Goods.

### **Alternative items**

- 5.62. Should an item tendered for become temporarily or permanently unavailable during the contract period a suitable alternative that meets or exceeds the original specification must be made available at the same price. In accordance with Paragraph 40 of the Framework Agreement and Paragraph 27.1 of the Customer Agreement, this shall not constitute a waiver.
- 5.63. Suppliers should note that any alternative or substitute products must not be supplied to ESPO, until the express permission of ESPO has been granted and confirmed in writing. In accordance with Paragraph 40 of the Framework Agreement and Paragraph 27.1 of the Customer Agreement, this shall not constitute a waiver.

5.64. If agreed, the tenderer must immediately provide ESPO with the relevant Safety Data Sheet (if applicable)

### **Samples**

5.65. Samples are required for ALL items that are being tendered for. Suppliers will be required to submit samples to ESPO with the tender submission on a free of charge basis and samples may be tested to destruction.

5.66. Any samples should be labelled clearly with the details stated below-

5.67. Outer Packaging

5.68. Contract Reference Number

5.69. Contract Title (Bagged Salt)

5.70. Sample Labelling (The sample should be a direct representation of the product you intend to supply throughout the lifetime of the contract)

5.71. Supplier Name

5.72. Item Number (as per pricing schedule)

5.73. Delivery note itemising all products that are contained within the package

5.74. Post award, samples may be retained at ESPOs' discretion for the lifetime of the contract. Samples not required will be returned to the Tenderer at the earliest opportunity.

### **Lot 6: Specifications for Other De-icing Products**

6.1. Other products will be available for de-icing in addition to salt. The following minimum specification requirements are representative of these additional products.

#### **Potassium Formate**

6.2. The product shall be supplied in liquid form for de-icing.

6.3. Appearance: Clear and colourless

6.4. To be provided in 25l or 200l polyethylene drums, or 1000 litre bulk containers

6.5. Mass percentage of potassium formate:  $\geq$ w/w 50%

6.6. Freezing point to be -45°C or below.

6.7. Specification sheet and COSHH sheet to be supplied with tender.

#### **Potassium Acetate**

6.8. The product shall be supplied in liquid form for de-icing.

6.9. Appearance: Clear, without colour or slightly straw coloured

6.10. To be provided in 25l or 200l polyethylene drums, or 1000 litre bulk containers

6.11. Mass percentage of potassium acetate:  $\geq$ w/w 49%

6.12. Product to comply with standard SAE AMS 1435A or C (or equivalent)

6.13. Freezing point to be -45°C or below.

6.14. Minimum shelf life: 2 years

6.15. Specification sheet and COSHH sheet to be supplied with tender.

#### **Sodium Formate**

6.16. The product shall be supplied in granular form for de-icing.

6.17. Appearance: White coloured granules

- 6.18. To be provided in 25kg, 500kg or 1000kg bags.
- 6.19. Mass percentage of sodium formate:  $\geq$ w/w 97%
- 6.20. Freezing point (25% solution) to be -15°C or below.
- 6.21. Specification sheet and COSHH sheet to be supplied with tender.
- 6.22. Product to comply with standard AMS 1431 (or equivalent)

**Magnesium Chloride**

- 6.23. The product shall be supplied in liquid form for de-icing.
- 6.24. Appearance: Clear, without colour
- 6.25. To be provided in road tankers of up to 25m<sup>3</sup>.
- 6.26. Freezing point to be -10°C or below.
- 6.27. pH level 4-6
- 6.28. Specification sheet and COSHH sheet to be supplied with tender.

**Calcium Chloride**

- 6.29. The product shall be supplied in flake form for de-icing.
- 6.30. Appearance: White coloured flakes
- 6.31. To be provided in 25kg bags.
- 6.32. To specification as follows:

	<b>Specification</b>
CaCl <sub>2</sub> Concentration	> 77%
pH (in 10% CaCl <sub>2</sub> solution @ 20°C)	9 – 11
Insoluble in water	< 0.20%
Na	< 1%
Alkalinity as Ca(OH) <sub>2</sub>	< 0.3%
K	< 0.10%
Mg	< 0.05%
SO <sub>4</sub>	< 0.05%
Fe	< 30 mg/kg

- 6.33. Specification sheet and COSHH sheet to be supplied with tender.

**Brine (Sodium Chloride & Water)**

- 6.34. The product shall be supplied in liquid form for de-icing.
- 6.35. To be provided in 800l IBCs, 1000l IBCs, 4 x 5 l tubs or 15l Jerrycans.
- 6.36. Freezing point to be -10°C or below.
- 6.37. pH level 4-6
- 6.38. Specification sheet and COSHH sheet to be supplied with tender.
- 6.39. Suppliers must be able to supply to any UK location.

**6.40. Granular salt and tablets for water softening will also be available under**

**this framework. Customers (including ESPO) who wish to purchase such products will do so via further competition. Tenderers are asked to specify whether they can supply such products in Appendix B - Price Schedule.**

- 6.41. Variants will be accepted in Lot 6 (Other De-Icing Products). Tenderers may submit a variant bid in addition to (or instead of) their tender submission. In submitting a variant bid, Tenderers should retain the same basic structure of the tender submission document (Part B). All cost implications must be stated and any deviation from the specification and all risks and contingencies must be identified. Variant bids must meet all minimum specification requirements and shall be evaluated alongside standard tender submissions in accordance with the evaluation scheme set out in Section 4, Evaluation of Tenders.

### **Lot 7 - Specification for the Supply, Installation & Maintenance of Salt Sheeting**

- 7.1. Customers are will have bespoke requirements therefore a scenario is provided which is taken to be representative of a typical customer. Other scenarios will need to be catered for and a tenderer's ability to do this will be assessed in response to method statements.
- 7.2. The supplier shall undertake an on-site survey of the stockpile, and then create a bespoke sheeting system for the stockpile.
- 7.3. The proposal shall be shared and agreed with the customer prior to any work taking place.
- 7.4. The supplier shall agree a time convenient to the customer to sheet the stockpile.
- 7.5. The supplier shall provide all necessary labour and materials for sheeting the stockpile including anchors to hold the sheet down.
- 7.6. Prices should be based on the following scenario:
- A stockpile of 5,000 tonnes of brown rock salt requires to be sheeted.
  - It is standing on a concrete footing. There is clearance of a minimum of 10m each side of the stockpile.
  - No re-profiling of the stockpile will be required to be undertaken by the Supplier.
  - The stockpile has a flat, plateaued upper surface.
  - Prices tendered will include the all-in cost for risk assessing, surveying, sheeting, installing and anchoring the sheeting to the stockpile. This will include 1 pre-site visit, the install and 1 post-installation visit.
- 7.7. The sheet will be warranted against manufacturing defect for a minimum of 12 months in all weather conditions.
- 7.8. The Supplier shall comply with its obligations in relation to all Health and Safety obligations, including risk assessments, use of PPE and manual lifting regulations etc.
- 7.9. The Supplier shall be responsible for maintenance of the sheet during the warranty period.
- 7.10. Suppliers must be able to supply to any UK location.

### **GENERAL PROVISIONS – APPLICABLE TO ALL LOTS**

Prices in your Tender are to be fixed for the duration of the periods outlined in Appendix B, Pricing Schedule. Prices are to be quoted in GBP, exclusive of Value Added Tax, inclusive of all other taxes, levies and duties.

The successful Supplier(s) shall be responsible for ensuring that the required Goods meet all relevant UK and EU regulations and are fit for use, in accordance with the above Specifications.

Any reference in this Tender document to British or European Standards or certification bodies shall be taken to include all other equivalent standards or certification bodies, respectively.

Any changes to the Specification of material must be notified to, and be approved by, the Customer.

**Tenderers should submit details of the chemical specification and (where applicable) grading of all de-icing products offered with their Tender, by means of attaching a specification sheet.**