

FORM OF AGREEMENT

CONTRACT No: 30944

ESTIMATED CONTRACT VALUE: £500,000.00

(Exclusive of VAT)

CONTRACT RELATING TO:

The National Supply of Sandbags (empty & filled).

CONTRACT dated

11/11/2021

between

(1) The Environment Agency whose head office at [REDACTED]
[REDACTED] ("the Agency"); and

(2) Weir and Carmichael Ltd whose registered office is at [REDACTED]
[REDACTED] ("the Contractor").

IT IS AGREED as follows:

1. The provisions of the following documents form part of this Contract:

- the attached 'Conditions of Contract' — Goods (05/18)';
- the attached Specification
- the attached Pricing Schedule

and which, in the case of conflict, have precedence in the order listed.

2. In consideration of the Agency's obligations under this Contract, the Contractor shall complete and deliver to the Agency such Goods and/or Services and/or such Work (as the case may be) as the Agency may order from time to time within the Contract Period in accordance with and subject to, the provisions of this Contract.

3. NO VARIATION TO THIS CONTRACT SHALL HAVE EFFECT UNLESS AGREED IN WRITING BY AN AUTHORISED OFFICER OF THE AGENCY.

Signed for and on behalf of the Contractor:

Signed for and on behalf of the
Agency:

Signature: [redacted]
[redacted]
[redacted]

Signature: [redacted]
[redacted]

Name: [redacted]

Name: [redacted]

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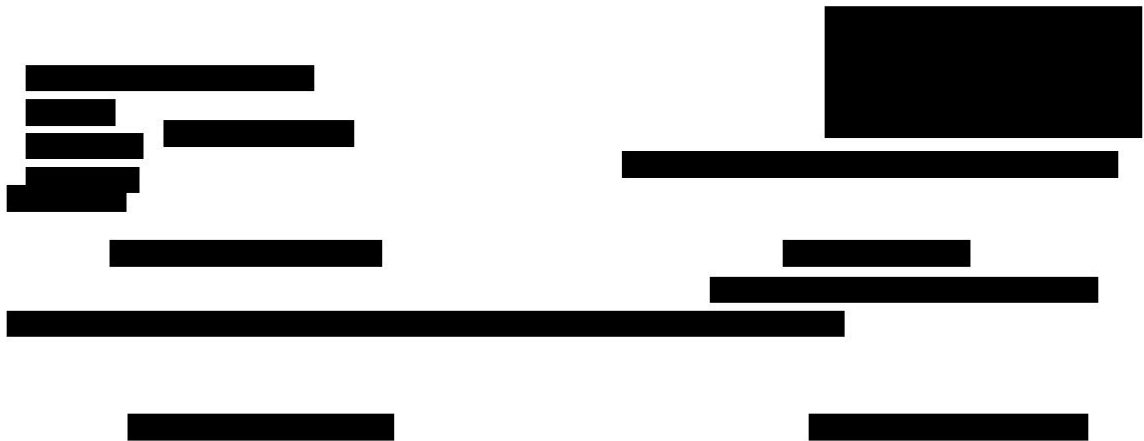
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Position: [redacted]
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Position: [redacted]

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[redacted]
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Conditions of Contract - Goods

Ref: 30944

Title: National Sandbag Supply

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[REDACTED]

[REDACTED]

[REDACTED]

1. DEFINITIONS

1.1 In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1 The Agency

The Environment Agency, its successors and assigns.

1.1.2 The Appendix

The Appendix to these Conditions.

1.1.3 The Contract

These Conditions including the Appendix, the Specification, Pricing Schedule, Contract and any relevant documents agreeing modifications exchanged before the Contract is awarded or variations agreed in writing.

1.1.4 The Contractor

The person, firm company or body who undertakes to supply the Goods to the Agency.

1.1.5 Contract

The time period stated in the Appendix or otherwise Period provided in the Contract, for the delivery of the Goods.

1.1.6 Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the Goods.

1.1.7 Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written communication given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.8 Contracting Authority

Means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.9 Contractor Personnel

Means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract.

1.1.10 Data Protection Legislation

Means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent

that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

1.1.11 Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.12 Goods

All Goods detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor Where the Contract is for the provision of Goods *and* Services, the words "the Goods" shall mean, where the context so requires, the Goods and Services the Contractor has agreed to provide.

1.1.13 Intellectual Property Rights

All Intellectual Property Rights including but not limited to patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and all similar rights, whether present or future, vested or contingent wherever protected.

1.1.14 Law

Means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.

1.1.15 Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

- i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery.
- ii. First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16 Permission

Express permission given in writing before the act being permitted.

1.1.17 Regulations

means the Public Contract Regulations 2015 (SI 2015/102) as amended.

- 1.2 Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

- 1.3 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
- 1.4 Any reference in these Conditions to a statutory provision will include all subsequent modifications.
- 1.5 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

To the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

If these Conditions are used in the production of an order under pre-existing arrangements, then the Conditions of Contract of the pre-existing arrangements shall prevail.

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within working days.

4. ODS

The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract to the standard in the Specification, using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

5. ASSIGNMENT

- 5.1 The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 5.2 Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

- 5.3 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall deliver the Goods within the time stated in the agreement, subject to any changes arising from Condition 9 (Variations), and/or Condition 10 (Extensions of time).

7. MATERIALS

7.1 The Contractor shall be responsible for the supply for any goods and materials needed in connection with the performance of the Contract.

7.2 The Contractor shall not place, or cause to be placed, with any representative of the Agency.

8. SECURITY

8.1 The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the supply of the Goods, or belonging to the Contractor, or the Contractor's staff, or sub-contractors whilst on Agency premises.

8.2 This Condition shall not prejudice the Agency's rights under Condition 16.

9. VARIATIONS

9.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Goods to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

9.2 The value of any such variation, other than any variation arising out of Condition 9.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Goods so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

9.3 Where a variation is the result of some default or breach of the Contract by the Contractor or for some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

- 9.4 The Contractor may also propose a variation to the Goods to be supplied but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
- 9.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract.
- 9.6 The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

9.7 The Contractor may assign, novate or otherwise discharge its obligations under the Contract or any part thereof to

9.7.1 any Contracting Authority; or

9.7.2 any other body established by the Crown in order to substantially to perform any of the functions that had previously been performed by the Agency;

9.7.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment or novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

- 9.8 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

10. EXTENSIONS OF TIME

10.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

10.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor, as in his opinion is reasonable, having regard, without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

10.1.2 in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

10.1.3 No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

10.1.4 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 12 and 13.

11. PROPERTY AND RISK

The property and risk in the Goods shall pass to the Agency when the Goods are delivered to the Agency's nominated address or address for delivery, as set out in Appendix and unloaded.

12. REJECTION OF GOODS

12.1 Without prejudice to the operation of Condition 12.5, the Goods shall be inspected on behalf of the Agency within a reasonable period of time after delivery and may be rejected if the Goods:

12.1.1 are found to be defective, inferior in quality to or differing in form or material from the requirements of the Contract, or

12.1.2 do not comply with any term (express or implied) of the Contract.

12.2 Without prejudice to the operation of Condition 12.5, the Agency shall notify the Contractor of the discovery of any defect within fourteen days and shall give the Contractor all reasonable opportunities to investigate such defect.

12.3 The whole of any consignment may be rejected if a reasonable random sample of the Goods taken from the consignment is found not to conform in every respect with the requirements of the Contract.

12.4 Goods so rejected after delivery shall be removed by the Contractor within 14 days of receipt of the Agency's notification of rejection. If the Contractor fails to remove the rejected Goods within this time period, the Agency may return the rejected Goods at the Contractor's risk and expense.

12.5 The Agency's right of rejection shall continue irrespective of whether the Agency has accepted the Goods. In particular, taking delivery, inspection, use or payment for the Goods, or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy the Agency may have against the Contractor.

13. DEFAULT

13.1 The Contractor shall be in default if he:

13.1.1 fails to perform the Contract with due skill, care diligence and timeliness;

13.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

13.1.3 is in breach of the Contract.

13.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

13.2. If the Contractor fails to comply with such a Notice, the Contractor may, without prejudice to any other rights or remedies, return the Contractor's goods of the same or equivalent description. Any extra costs arising from this action, will be paid by the Contractor, together with any monies owing to him.

14. TERMINATION

14.1 The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

14.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 13.2.

14.1.2 becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

Termination under the Regulations'

14.2 The Agency may terminate the Contract on written Notice to the Contractor if:

- (a) the contract has been subject to a substantial modification which requires a substantial alteration to regulation 72(9) of the Regulations;
- (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and

the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

15. DETERMINATION

15.1 Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

15.2 The Agency shall pay the Contractor such amounts [redacted] to cover his reasonable costs and outstanding and [redacted] [redacted] solely incurred in properly performing [redacted] to determination.

15.3 The Agency will not pay for any costs or commitments that the Contractor is [redacted] and shall only pay those costs that [redacted] has validated to its satisfaction. The Agency's total liability [redacted] shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

16. INDEMNITY

16.1 Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

- 16.1.1 death or injury to any person;
- 16.1.2 loss or damage to any property excluding indirect and consequential loss;
- 16.1.3 infringement of third party Intellectual Property Rights

[redacted] which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

16.2 This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

17. LIMIT OF CONTRACTOR'S LIABILITY

17.1 The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

- 17.1.1 the sum stated in the Appendix.
- 17.1.2 if no sum is stated, the Contract Price or five million pounds whichever is the greater.

18. INSURANCE

18.1 The Contractor shall insure and maintain insurance against liabilities under Condition 16 (Indemnity) in the manner and to the values listed in the Appendix. If no sum is stated, the value insured shall be five million pounds.

18.2 If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

18.3 The Contractor shall, upon request, produce to [REDACTED] or [REDACTED] documentary evidence that the insurances required [REDACTED] for the duration of the Contract.

19. PREVENTION OF FRAUD AND CORRUPTION

19.1 The Contractor shall not offer, give, or agree to give anything to any person [REDACTED] as inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any [REDACTED] to the Contract.

19.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

19.3 If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 19 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

19.3.1 [REDACTED] terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or [REDACTED]

19.3.2 recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

19.4 The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

20. CONTRACT PRICE

20.1 The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 9 (Variations).

21. INVOICING AND PAYMENT

21.1 Invoices shall only be submitted for those Goods already delivered accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2 If any sum is payable under the Contract by the Contractor, whether by deduction from the Contract or otherwise, the Contractor shall submit a valid invoice.

21.3 If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 The Contractor warrants to the Agency that the Goods, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall fully indemnify the Agency against all actions, claims, costs, charges, expenses and liabilities of whatsoever nature arising from or incurred by reason of any infringement, or alleged infringement.

22.2 The Contractor shall not be liable under this Condition if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.3 If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 14 and 15.

23. WARRANTY

The Contractor warrants that the Goods supplied by him are of a satisfactory quality and are supplied with reasonable skill, care and diligence and fit for the Agency's intended purpose so far as this has been communicated to him, or which he would reasonably be expected to know.

24. GUARANTEES

The Contractor shall promptly remedy all defects in the Goods arising from faulty design, materials or workmanship and, without prejudice to the Agency's statutory rights, either repair or replace the Goods (as the Agency shall elect) at no cost to the Agency, for a period of 12 months from putting the Goods into intended service, or 18 months from delivery, whichever is the less, or as otherwise agreed in writing.

25. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

26. ENVIRONMENTAL SUSTAINABILITY AND DIVERSITY

The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

26.2 The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

26.2.1 comply with the provisions of the Modern Slavery Act 2015;

26.2.2 pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

26.2.3 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

26.3 The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

26.3.1 eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

26.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not; and

- 26.3.3 fosters good relations between people who share a protected characteristic and those who do not.

27. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Goods or undertaking work for the Agency without the Permission of the Contract Supervisor.

28. LAW

[REDACTED]
[REDACTED] This Contract shall be governed and construed in accordance with the law and
[REDACTED] jurisdiction of the courts of England. [REDACTED]
[REDACTED]

29. WAIVER

29.1 No delay, neglect or forbearance by the Agency in enforcing any provision of
[REDACTED] the Contract shall be deemed to be a waiver, or in any other way prejudice the
rights of the Agency under the Contract.

29.2 No waiver by the Agency shall be effective unless made in writing. [REDACTED]

29.3 No waiver by the Agency of a breach of the Contract shall constitute a waiver
of any subsequent breach.

30. ENFORCEABILITY AND SURVIVORSHIP

30.1 If any part of the Contract is found by a court of competent jurisdiction or other
competent authority to be invalid or legally unenforceable, that part will be
severed from the remainder of the Contract which will continue to be valid and
enforceable to the fullest extent permitted by law

[REDACTED]
[REDACTED] following clauses shall survive termination of the Contract, howsoever
[REDACTED] caused: 14, 15, 16, 22, 23, 25, 28, 30, 31, 32, 33 and 34.
[REDACTED]
[REDACTED]

31. DISPUTE RESOLUTION

31.1 All disputes under or in connection with this agreement shall be referred first
to negotiators nominated at a suitable and appropriate working level by the
Agency and the Contractor.

31.2 If the parties' negotiators are unable to resolve the dispute within a period of
forty five days from its being referred to them, the dispute shall be referred at
the instance of either party to the parties' respective senior managers or
directors (supported as necessary by their advisers).

31.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

31.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until [REDACTED] the appointment of the mediator.

31.5 [REDACTED] assistance of the mediator, the parties reach a settlement, each settlement shall be put in writing [REDACTED] and representative of each of the parties, shall remain binding on the parties.

31.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

31.7 Any of the time limits in Condition 31 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

32. GENERAL

32.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

[REDACTED] Contract contains the whole agreement between the parties and [REDACTED] supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

33. FREEDOM OF INFORMATION ACT

33.1 The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) ('Regulations').

33.2 The Contractor agrees that:

33.2.1 All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

33.2.2 The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

33.3 If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify (in writing and in accordance with the terms) what harm may result from disclosure if a request for disclosure is made within the time period applicable to that sensitivity. The Contractor shall also identify, in writing, if it considers that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material stated to be or marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

34. DATA PROTECTION

34.1 In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract

Appendix to Conditions Goods

		Condition
1	Contract Supervisor	3
2	Contractor	
	Weir & Carmichael Ltd	
	Address:	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
3	Completion	6
	Contract Start Date	11/11/2021
	Contract End Date	
	Initial End Date	10/11/2024
	Extension 1 upon agreement	10/11/2025
	Extension 2 upon agreement	10/11/2026
4	Delivery	11
	Address:-	
	As detailed in Specification or individual purchase order	
5	Insurance	18
	Professional Indemnity Min. Cover	N/A
	Third Party Minimum Cover	£5 million
	Public Liability Min. Cover	£5 million
6	Liability	17
	Limit on Contractors Liability	[REDACTED]

SPECIAL CONDITIONS

1 DEFINITIONS [Additional Clauses]

1.1.12 Completion Date

The date included in the Contract or where not so specified, the date included in the Programme of Work [REDACTED] on the works are to be [REDACTED] with the Contract.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Programme of Work

[REDACTED]
The timing and sequence of events agreed between the Agency and Contractor for the performance of [REDACTED]
[REDACTED]

1.1.14 Site

The place specified by the Agency, where the Goods are to be delivered.
[REDACTED]

1.1.15 Schedule

A schedule referred to in the Contract as forming part of the Contract.

21 INVOICING AND PAYMENT [Additional Clause]

21.4 The Contractor shall on its own forms render invoices to the Agency at the following address:

Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Tel: 0845 000 0898 Email: [REDACTED]

35 PRICING [Additional Condition]

35.1 All prices shown in the Contract are exclusive of Value Added Tax.

36 SUPPLY OF THE GOODS Additional Condition

36.1 The Contractor agrees to supply the Goods to the Agency on such occasions and in such quantities as may be ordered by the Agency within the Contract Period.

- 36.2 The Contractor agrees that the Contract is not for any specific quantity of the Goods, but only for such quantities as may be ordered by the Agency from time to time within the Contract Period. Any estimated Contract price shown on or in the Contract is for the Agency's information purposes only and shall neither be binding nor put any obligation of any kind on the Agency.

37 ORDERING ARRANGEMENTS

- 37.1 Orders may be placed by the Agency from time to time [REDACTED] of a standard Purchase Order.
- 37.2 [REDACTED] the Contractor shall acknowledge receipt of the Goods ordered to the address specified on the order.

38 DELIVERY [Additional Condition]

- 38.1 The Contractor shall deliver the Goods within the standard delivery lead times stated in the Pricing Schedule.
- 38.2 The Contractor shall deliver the Goods ordered by the Agency to the address or addresses in England specified on the purchase order.
- 38.3 The Contractor shall be responsible for the cost of and safe and timely carriage of the Goods to the Agency.
- 38.4 The Contractor shall be responsible for all import/export documentation should it be required and must insure the Goods for their full value up until point of delivery and acceptance of delivery at Agency depots or its agent's warehouses.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Specification

1.0 Executive overview requirements of the EA Sandbagging contract

1.1 In fulfilling the contract the contractor will provide the Environment Agency (EA) the provision of empty and filled Sandbags as part of their Incident response capability.

2.0 Contract and Major Incident Response Management

2.1 The contract will require the delivery of both empty and filled Hessian and Polypropylene plus storage containers for the storage of the sandbags during storage

2.2 Delivery in a timely manner will be key during incident response and distribution to multiple locations as described below.

2.3 Delivery from order in non-incident within 2 weeks of ordered

2.4 Orders will be processed by the 1000

3.0 EA Equipment services and requirements

3.1 Empty Sandbags – both Hessian and Polypropylene:

The contractor will provide a sandbag that complies with the following:

Hessian

- Rot Proof Military Specification Sandbag
- Approx. sizing: Width: 30-40cm x Length: 75cm -85cm
- Heavy duty rot proofed hessian
- Extra 9oz jute fabric
- Made to BS Standard 1214: 1977
- Rot proofing that extends the life of the sandbag
- Fully biodegradable

Polypropylene

- Approx. sizing: Width: 30-40cm x Length: 75cm -85cm
- Treated fabric with maximum UV protection to prevent damage from sunlight exposure
- Supplied empty or filled
- When filled should hold approx. 12kg-20kg of sand, with 15kg being optimum

3.2 Filled sandbags

The contractor will provide a sandbag that complies with the following:

- Rot Proof Military Specification Sandbag
- Approx. sizing: Width: 30-40cm x Length: 75cm -85cm
- Heavy duty rot proofed hessian
- Extra heavy 9oz jute fabric
- Made to BS Standard 1214: 1977
- Rot proofing that extends the life of the sandbag
- Fully biodegradable
- Filled with kiln dried sand

3.3 Unfilled Flight bags dummy bags

- EFIBCA test standard or equivalent standard which must be demonstrated by the contractor for employer acceptance.
- We are advised that presently a bulk bag will hold 40-50 sandbags the assumes a combined weight of a maximum per bulk bag of 720-900 kg the bulk bag have a SWL of 1tonne this will need to be shown on specification certificate.
- Black woven PP uncoated 170 gsm, 1.5-2% UV inhibitor, unprinted IAW with specification certificate.
Top: Open hemmed
Base: Flat
Lifting loops: 4 standard 4x100cm free height black
Stitching Heracled + safety stitch, black PP
Safe workin load 6:1 multi trip 1000 kg capacity
Labeling & C: safety label with "airlift bulk bag" written at the top
Weight: 1000 kg
Tolerance: 0% + 6% weight -0cm + 2 cm dimensions
- Current Test certificates to be supplied by the contractor for employer acceptance. Failure to do so will result in immediate termination in accordance with Condition 14.

3.4 Heavy duty waterproof storage and transportation box with lid

- Hold capacity: 40 bags at 15kg (Standard sandbag weight) = 600kg
- Material: Must be Waterproof, likely heavy-duty plastic
- Approx. size: 1200 x 1000 x 760 (External)
- Must be able to be lifted onto a HGV with a forklift

- Safe stackable in a height of two boxes
- Securable lid – must be able to stay locked down

4.0 Transport

Provide all transport requirements to deliver sandbags to multiple EA locations or incident site locations. Consider load requirements for best use of transportation based on weights. A typical delivery on a curtain sider.

We may use our own transportation, internal EA or through our logistics contract.

Note that the following are our Principal depots/ resilience centre, but not to be used for any other purpose. To any EA depot or during an incident a staging area within the depot.

Depot Type	Depot name	Address	Postcode	NGR
Principal Depot	Sale	Carrington Lane, Sale, Cheshire	M33 5NL	SJ 7659092713
Principal Depot	Lea Marston	Coton Road, Sutton Coldfield	B76 0DN	SP 2071494030
Principal Depot	Selby	Unit 1C, A19 Riccall Business Park, Selby	YO19 6QR	SE 6373436919
Principal Depot	Bradney	Bradney Lane, Bawdrip, Bridgwater, Somerset	TA7 8PZ	ST 3402439159
Principal Depot	Ely	Kiln Lane, Ely, Cambridgeshire	CB7 4TT	TL 5518280716
Principal Depot	Sunbury	Fordbridge Road, Sunbury on Thames, Middlesex	TW16 6AP	TQ 1031667867
Principal Depot	Rye	Military Road, Playden, Rye, East Sussex	TN31 7PH	TQ 9322522708
Principal Depot	Bridgend	Bridge End Depot Levens Kendal Cumbria	LA8 8EP	SD 4746985852
EA Resilience centre - XYZ Rail Ltd	Carlisle	c/o Eddie Stobart Logistics Carlisle Airport Distribution Centre Unit 1 Building 310, Carlisle CA6 4NY	CA6 4NY	
EA Resilience centre - XYZ Rail Ltd	Crick	Crick Unit B Contract Warehousing and Logistics DIRFT South Rail port Approach Daventry Northants	NN6 7ES	

5.0 Contractor Performance Measures and Management Reporting

The contractor will be required to meet the Contractor Performance Measures which are laid out below. Failure to do so will result in a defect in accordance with Condition 13.2.

- During Incidents: Deliver sandbag and associated items to incident location within 24 hours of the initial request
- During Non- Incident times: Deliver to EA site within 2 weeks of order received
- Administration of paperwork such as goods received notices and invoices to be sent to EA admin and AP invoices
- Notification / relocation centre by phone 24 hrs before delivery (delivered)
- Environmental innovation
- Contractors will be required to provide regular progress reports to the Client Project Manager. Satisfaction of the contract to the satisfaction of the Contract Supervisor.

PRICING SCHEDULE – ISSUE 1

Weir and Carmichael. 08/11/2021

30944: SUPPLY OF SANDBAGS (EMPTY & FILLED)

1 PRICING - GENERAL

1.1 The prices to be paid for the Goods supplied in accordance with the Contract are as follows:

Table 1: Pricing & Contract Period

Item No	Item Description	Start Date	Completion Date	Total Price £s (ex VAT)
1	SUPPLY OF SANDBAGS (EMTYP & FILLED)	11/11/2021	10/11/2024 Extension period: + 12 months + 12 months = 10/11/2026	The prices stated in Table A

1.2 All prices shall be held fixed for a minimum of the first **24 months** of the duration of the Contract, then shall be adjusted by the change in the UK 'Consumer Prices Index' (as published by the Office for National Statistics) over the preceding twelve months of the Contract Period.

1.3 All prices payable by the Environment Agency are inclusive of all non-returnable packing, delivery (carriage paid by Contractor), any relevant license fees and all other charges associated with the Goods.

1.4 All prices shown in the Contract are exclusive of Value Added Tax.

2 PRICING & DELIVERY TIMESCALES

2.1 The prices to be paid for the Goods supplied in accordance with the Contract and the standard delivery lead times (weeks from date of order) are as follows:

Table A

COST ELEMENT	Year 1 Price (exc VAT)	Year 2 Price (exc VAT)	Year 3 Adjusted Price (exc VAT)	Year 4 Adjusted Price (exc VAT)	Year 5 Adjusted Price (exc VAT)
Supply Only					
Empty Sandbags – Hessian	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Empty Sandbags – Polypropylene	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] ⁴
Filled Sandbags –Hessian	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Filled Sandbags – Polypropylene	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Unfilled Flight bags dumpy bags	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Heavy duty waterproof box		£							
Delivery of items – during NON-incident times (Prices here for delivery only, not including the supplied items)									
Empty Sandbags – Hessian	Std notice and delivery within 2 weeks	£							
Empty Sandbags – Polypropylene	Std notice and delivery within 2 weeks	£							
Filled Sandbags – Hessian	Std notice and delivery within 2 weeks	£							
Filled Sandbags – Polypropylene	Std notice and delivery within 2 weeks	£							

Unfilled Flight bags dumpy bags	Std notice and delivery within 2 weeks	████ ██	████	████ ██	████	████	██	████ ██	██	████ ██	██	████ ██
Heavy duty waterproof box	Std notice and delivery within 2 weeks	█ ████	████	████	████	████	██	████	██	████	██	████
Delivery of items – during NON-incident times Based on full 26 tonne typical curtain-sider load (Prices here for delivery only, not including the supplied items)												
Empty Sandbags – Hessian	Std notice and delivery within 2 weeks	████ ████ █	████	████ ████	████	████	██	████ ████	██	████ ████	██	████ ████
Empty Sandbags – Polypropylene	Std notice and delivery within 2 weeks	████ ████ █	████	████ ████	████	████	██	████ ████	██	████ ████	██	████ ████

Filled Sandbags – Hessian	Std notice and delivery within 2 weeks	£		£		£		£		£	
Filled Sandbags – Polypropylene	Std notice and delivery within 2 weeks	£		£		£		£		£	
Unfilled Flight bags dumpy bags	Std notice and delivery within 2 weeks	£		£		£		£		£	
Heavy duty waterproof box	Std notice and delivery within 2 weeks	£		£		£		£		£	
Delivery of items – DURING incident times (Prices here for delivery only, not including the supplied items)											
Empty Sandbags – Hessian	<24hrs notice	£		£		£		£		£	

Empty Sandbags – Polypropylene	<24hrs notice	£		£		£		£		£	
Filled Sandbags – Hessian	<24hrs notice	£		£		£		£		£	
Filled Sandbags – Polypropylene	<24hrs notice	£		£		£		£		£	
Unfilled Flight bags dumpy bags	<24hrs notice	£		£		£		£		£	
Heavy duty waterproof box	<24hrs notice	£		£		£		£		£	
Delivery of items – DURING incident times Based on full 26 tonne typical curtain-sider load (Prices here for delivery only, not including the supplied items)											
Empty Sandbags – Hessian	<24hrs notice	£		£		£		£		£	

Empty Sandbags – Polypropylene	<24hrs notice	████ ████ █	████	████ ████ █	████	████ ████ █	████	████ ████ █	████	████ ████ █	████	████ ████ █	████	████ ████ █
Filled Sandbags – Hessian	<24hrs notice	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █
Filled Sandbags – Polypropylene	<24hrs notice	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █
Unfilled Flight bags dumpy bags	<24hrs notice	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █
Heavy duty waterproof box	<24hrs notice	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █	████ ████ █

The Contractor shall supply the Goods to the Environment Agency on such occasions and in such quantities as may be ordered by the Environment Agency within the Contract Period.

- 2.3 The Contract is not for any specific quantity of the Goods, but only for such quantities as may be ordered by the Agency from time to time within the Contract Period. Any estimated total contract price shown on or in the Contract is for the Agency's information purposed only and shall neither be binding or put any obligation of any kind on the Agency.

3 GOODS DELIVERY ADDRESS

- 3.1 The Goods shall be delivered to the following address(es):

Table 3: Delivery Address(es)

Item No	Qty	Delivery Address	Delivery Contact
All	All	The Environment Agency, specific depot addresses in England to be advised on purchase order.	Specific contact details to be advised on purchase order.

4 Annex

4.1 Additional information: National Sandbag Supply - Environment Agency

Pricing

[REDACTED]	
■	[REDACTED]
	[REDACTED]
	[REDACTED]
■	[REDACTED]
	[REDACTED]
■	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
■	[REDACTED]
■	[REDACTED]