

NATIONAL PORTABLE APPLIANCE TESTING

EA CONTRACT No: 25830

SSE CONTRACTING LTD



The Environment Agency



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Our ref: 25830

Date: 28 August 2020

[REDACTED]
SSE Contracting Ltd,
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Sirs

CONTRACT No: 25830 DATED: 28 August 2020
NATIONAL PORTABLE APPLIANCE TESTING

On behalf of the Environment Agency, I hereby accept the offer contained in your tender reference 25830 dated 6 July 2020 for the above mentioned services, in accordance with the terms and conditions contained in or referred to in the said tender.

The main details of the accepted tender are shown below:

The Services	Start Date	Completion Date	Total Price £s (ex VAT)
National Portable Appliance Testing	1 September 2020	31 August 2022 (options to extend up to 31 August 2024)	The prices & rates stated in the Pricing Schedule.

Contract No 25830 has been allocated to cover this agreement and should be quoted in any subsequent correspondence.

Contract Documentation is enclosed. Please complete and sign the 'Form of Agreement' and return the signed version within seven days of the date of this letter via email. The other copy of the Documentation is for your retention.

Please acknowledge receipt of this letter.

Yours faithfully

[REDACTED]

[REDACTED]
Senior Category Officer
Infrastructure FCRM Team - Defra group Commercial

Encs. Contract Documentation
cc: [REDACTED] (Environment Agency)

Department for Environment, Food and Rural Affairs

Direct Tel: [REDACTED] Mob: [REDACTED] E-mail: [REDACTED]

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FORM OF AGREEMENT

CONTRACT No: 25830**ESTIMATED CONTRACT VALUE:** £500,000
(Exclusive of VAT)**CONTRACT RELATING TO:** the National Portable Appliance Testing**CONTRACT dated** 28 August 2020 **between:**

- (1) The Environment Agency whose head office at [REDACTED]
("the Agency"); and
- (2) [SSE CONTRACTING] whose registered office is at [REDACTED] and whose
registered number is [REDACTED] ("the Contractor").

IT IS AGREED as follows:

1. The provisions of the following documents form part of this Contract:
 - the attached '25830 - Conditions of Contract' — 'Services, Issue 5: (06/18)';
 - the attached '25830 - Pricing Schedule Issue 1'
 - the attached '25830 – Tender Specification v7'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:

Signature

Name: ...

(BLOCK CAPITALS)

Position: ...

Signed for and on behalf of the Agency:

Signature

Name: ...

(BLOCK CAPITALS)

Position: ...

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PRICING SCHEDULE

W.E.F. 01 SEPTEMBER 2020

1 PRICING - GENERAL

1.1 The prices to be paid for the Services supplied in accordance with the contract are:

Table 1: Pricing

Item No	Item Description	Start Date	Completion Date	Total Price £s (ex VAT)
1	National In-Service Inspection and Testing of Electrical Equipment.	01 September 2020	31 August 2021	The prices & rates stated in Tables 2, 3 & 4.
2	National In-Service Inspection and Testing of Electrical Equipment.	01 September 2021	31 August 2022	
3	National In-Service Inspection and Testing of Electrical Equipment – (at the Agency's Option).	01 September 2022	31 August 2023	
4	National In-Service Inspection and Testing of Electrical Equipment – (at the Agency's Option).	01 September 2023	31 August 2024	

1.2 All prices shall be held fixed for the duration of the Contract Period.

1.3 The rates payable by the Agency shall include all ancillary work and charges incurred by the Contractor in carrying out the services specified. For the avoidance of doubt all rates include, but are not limited to fuel, travel time, equipment, labour, materials, databases, contract management and reports.




1.4 All rates shall be inclusive of overheads and profit.














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

2 SCHEDULE OF RATES – PLANNED INSPECTION AND TESTING

2.1 The prices to be paid for these Services supplied in accordance with the Contract are as follows:

Table 2: Planned Inspection and Testing

Item No	Item Description	Completion Date	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, Friday by prior agreement only, excluding Public/Bank Holidays)				
5	Inspection & Testing of item at Agency site - within its scheduled due date.	31 August 2021	per each	—  — *
6	Inspection & Testing of item at Agency site – outside of its scheduled due date. ¹	31 August 2021	per each	—  — *
7	Inspection & Testing of item at Contractor's site – within its scheduled due date. ²	31 August 2021	per each	—  — *

Item No	Item Description	Completion Date	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, Friday by prior agreement only, excluding Public/Bank Holidays)				
8	Inspection & Testing of item at Contractor's site – outside of its scheduled due date. ^{1,2}	31 August 2021	per each	—  — *
9	Inspection & Testing of item at Agency site - within its scheduled due date.	31 August 2022	per each	 —
10	Inspection & Testing of item at Agency site – outside of its scheduled due date. ¹	31 August 2022	per each	 —
11	Inspection & Testing of item at Contractor's site – within its scheduled due date. ²	31 August 2022	per each	 —
12	Inspection & Testing of item at Contractor's site – outside of its scheduled due date. ^{1,2}	31 August 2022	per each	 —
13	Inspection & Testing of item at Agency site - within its scheduled due date – (at the Agency's Option) .	31 August 2023	per each	 —
14	Inspection & Testing of item at Agency site – outside of its scheduled due date – (at the Agency's Option) . ¹	31 August 2023	per each	 —
15	Inspection & Testing of item at Contractor's site – within its scheduled due date – (at the Agency's Option) . ²	31 August 2023	per each	 —
16	Inspection & Testing of item at Contractor's site – outside of its scheduled due date – (at the Agency's Option) . ^{1,2}	31 August 2023	per each	 —
17	Inspection & Testing of item at Agency site - within its scheduled due date – (at the Agency's Option) .	31 August 2024	per each	 —
18	Inspection & Testing of item at Agency site – outside of its scheduled due date – (at the Agency's Option) . ¹	31 August 2024	per each	 —
19	Inspection & Testing of item at Contractor's site – within its scheduled due date – (at the Agency's Option) . ²	31 August 2024	per each	 —
20	Inspection & Testing of item at Contractor's site – outside of its scheduled due date – (at the Agency's Option) . ^{1,2}	31 August 2024	per each	 —


Notes: ¹ This rate will not apply where the original programme date is rescheduled by either the Agency or the Contractor.

² The Agency will deliver to and collect from the Contractor's site, the items for inspection and test.

3 SCHEDULE OF RATES – URGENT INSPECTION AND TEST OF ADDITIONAL ITEMS WITHIN 1 WORKING DAY

3.1 The prices to be paid for these Services supplied in accordance with the Contract are as follows:

Table 3: Urgent Inspection & Test of Additional Items within 1 Working Day

Item No	Item Description	Completion Date	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, excluding Public/Bank Holidays)				
21	Urgent Inspection & Testing of additional items at Agency site - within its scheduled due date. ³	31 August 2021	per each	 —

Item No	Item Description	Completion Date	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, excluding Public/Bank Holidays)				
22	Urgent Inspection & Testing of additional items at Agency site - within its scheduled due date. ³	31 August 2022	per each	■■■■—
23	Urgent Inspection & Testing of additional items at Agency site - within its scheduled due date – (at the Agency's Option). ³	31 August 2023	per each	■■■■—
24	Urgent Inspection & Testing of additional items at Agency site - within its scheduled due date – (at the Agency's Option). ³	31 August 2024	per each	■■■■—

Notes: ³ This rate will not apply for non-urgent requests for inspection and tests of additional assets which are to be completed within 5 working days of notification and are to be charged at Item Nos 5 or 7, 9 or 11, 13 or 15, 17 or 19 rates.

4 SCHEDULE OF RATES – PLANNED INSPECTION AND TESTING TIME CHARGE WHERE MINIMUM NUMBER OF ITEMS NOT MADE AVAILABLE AT SITE

4.1 The prices to be paid for these Services supplied in accordance with the Contract are as follows:

Table 4: Time Charge where minimum number of items not made available at site

Item No	Item Description	Completion Date	Minimum number of items to be made available	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, Friday by prior agreement only, excluding Public/Bank Holidays)					
25	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met.	31 August 2021	■■■■	per ½ day	■■■■
26	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met.	31 August 2021	*■■■■	per day	■■■■
227	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met.	31 August 2021	*■■■■	per ½ day	■■■■
28	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met.	31 August 2021	*■■■■	per day	■■■■
29	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met.	31 August 2022	*■■■■—	per ½ day	■■■■
30	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met.	31 August 2022	*■■■■—	per day	*■■■■
31	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met.	31 August 2022	*■■■■	per ½ day	■■■■
32	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met.	31 August 2022	*■■■■—	per day	■■■■

Item No	Item Description	Completion Date	Minimum number of items to be made available	Unit	Rate £s (ex VAT)
DURING NORMAL WORKING HOURS (08:00 to 16:00 hrs Monday-Friday, Friday by prior agreement only, excluding Public/Bank Holidays)					
33	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2023	* [REDACTED] –	per ½ day	[REDACTED]
34	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2023	* [REDACTED] –	per day	[REDACTED]
35	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2023	* [REDACTED]	per ½ day	[REDACTED]
36	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2023	* [REDACTED]	per day	[REDACTED]
37	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2024	* [REDACTED] –	per ½ day	[REDACTED]
38	Inspection & Testing of items at Agency site - within its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2024	* [REDACTED]	per day	[REDACTED]
39	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2024	[REDACTED] –	per ½ day	[REDACTED]
40	Inspection & Testing of item at Agency site – outside of its scheduled due date – minimum number of available items not met – (at the Agency's Option) .	31 August 2024	* [REDACTED]	per day	[REDACTED]

Notes: ² The Agency will deliver to and collect from the Contractor's site, the items for inspection and test.

4.2 The day rate shall be based on a 7½ hour working day, Monday to Friday (Friday by prior agreement only) excluding Public and Bank Holidays, pro rata for a ½ day.

5 KEY PERSONNEL LIST

5.1 The details of Key Personnel involved in the provision of the Services are shown below:

Table 5: Key Personnel List

Key Personnel (Name)	Staff Grade / Job Title	Contract Role
* [REDACTED]	* National Contracts Manager [REDACTED]	Contract/Service Manager
* [REDACTED]	* PAT Contract Engineer [REDACTED]	Contractor's Technical Lead Engineer

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ENVIRONMENT AGENCY

CONDITIONS OF CONTRACT - SERVICES

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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 | <u>the Agency</u> | The Environment Agency, its successors and assigns. |
| 1.1.2 | <u>Agency Property</u> | All property issued or made available for use by the Agency to the Contractor in connection with the Contract. |
| 1.1.3 | <u>the Appendix</u> | The appendix to these Conditions. |
| 1.1.4 | <u>the Contract</u> | These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing. |
| 1.1.5 | <u>the Contractor</u> | The person, firm, company or body who undertakes to supply the Services to the Agency as defined in the Contract. |
| 1.1.6 | <u>Contract Period</u> | The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services. |
| 1.1.7 | <u>Contractor Personnel</u> | 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. |
| 1.1.8 | <u>Contract Price</u> | The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the Services. |
| 1.1.9 | <u>Contract Supervisor</u> | 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 instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency. |
| 1.1.10 | <u>Contracting Authority</u> | Any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2105/102) as amended. |
| 1.1.11 | <u>Data Protection Legislation</u> | <ul style="list-style-type: none"> a) 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; b) 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; c) All applicable Law about the processing of personal data and privacy. |

- | | |
|--|--|
| 1.1.12 <u>Data Protection Schedule</u> | The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation. |
| 1.1.13 <u>Intellectual Property Rights</u> | All intellectual Property Rights including without limitation, 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 if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected. |
| 1.1.14 <u>Law</u> | 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 <u>Notice</u> | Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:
a) 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;
b) first class post to the Contractor's registered office. Such Notices shall be deemed to have been served 48 hours after posting. |
| 1.1.16 <u>Results</u> | All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation. |
| 1.1.17 <u>Resulting Rights</u> | All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract. |
| 1.1.18 <u>Permission</u> | Express permission given in writing before the act being permitted. |
| 1.1.19 <u>Services</u> | All services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor. |
| 1.1.20 <u>Regulations</u> | The Public Contract Regulations 2015 (SI 2015/102) as amended. |

- 1.2 Except as set out above, 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

- 2.1 To the extent that 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.

3 CONTRACT SUPERVISOR

- 3.1 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 7 working days.

4 THE SERVICES

- 4.1 The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
- 4.2 The Contractor shall only employ in the execution and superintendence of the Contract, persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission 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

- 6.1 The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations) and/or Condition 11 (Extensions of Time).

7 PROPERTY

- 7.1 All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
- 7.2 The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.
- 7.3 On expiry or earlier termination of the Contract, the Contractor shall, if so required, either surrender such property to the Agency, or otherwise dispose of it as instructed by the Contract Supervisor.

8 MATERIALS

- 8.1 The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.
- 8.2 The Contractor shall not place, or caused to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9 SECURITY

- 9.1 The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or the Contractor's staff, or sub-contractors, whilst on Agency premises.
- 9.2 This Condition shall not prejudice the Agency's rights under Condition 15 (Indemnity).

10 VARIATIONS

- 10.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services 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.
- 10.2 The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services 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.
- 10.3 Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.
- 10.4 The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
- 10.5 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. 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.
- 10.6 The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- 10.6.1 any Contracting Authority; or
- 10.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
- 10.6.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7 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.

11 EXTENSIONS OF TIME

11.1 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 5 working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, 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.

11.1.2 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.

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

11.3 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 (Termination) and 14 (Determination).

12 DEFAULT

12.1 The Contractor shall be in default if he:

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

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

12.1.3 is in breach of Contract.

12.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least 5 working days in which to remedy the default.

12.3 If the Contractor fails to comply with such a Notice, the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13 TERMINATION

- 13.1 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:
- 13.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.
 - 13.1.2 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.
- 13.2 The Agency may terminate the Contract on written Notice to the Contractor if:
- 13.2.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - 13.2.2 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
 - 13.2.3 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.

14 DETERMINATION

- 14.1 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).
- 14.2 The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
- 14.3 The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15 INDEMNITY

- 15.1 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:
- 15.1.1 death or injury to any person;
 - 15.1.2 loss or damage to any property excluding indirect and consequential loss;
 - 15.1.3 infringement of third party Intellectual Property Rights;
- 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.
- 15.2 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.

16 LIMIT OF CONTRACTOR'S LIABILITY

16.1 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:

16.1.1 the sum stated in the Appendix;

16.1.2 if no sum is stated, the Contract Price or £5million whichever is the greater.

17 INSURANCE

17.1 The Contractor shall insure, and maintain insurance against the liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5million.

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

17.3 The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, 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 person in relation to the Contract.

18.2 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.

18.3 If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1 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

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

18.4 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.

19 MONITORING AND AUDIT

19.1 The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such

inspection and examination.

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 10 (Variations).
- 20.2 In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21 INVOICING AND PAYMENT

- 21.1 Invoices shall only be submitted for work already satisfactorily completed, and 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 to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available 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 performance of the Services, shall not in any way infringe any Intellectual Property Rights of any third party.
- 22.2 The Contractor shall not be liable 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 13 (Termination) and 14 (Determination).
- 22.4 All Results shall be the property of the Agency.
- 22.5 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered Intellectual Property Rights shall be filed in the name of the Agency.

23 WARRANTY

- 23.1 The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24 STATUTORY REQUIREMENTS

- 24.1 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.

25 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

- 25.1 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.
- 25.2 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;
- 25.2.1 comply with the provisions of the Modern Slavery Act 2015;
- 25.2.2 pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and
- 25.2.3 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.
- 25.3 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:
- 25.3.1 eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- 25.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not; and
- 25.3.3 fosters good relations between people who share a protected characteristic and those who do not.

26 PUBLICITY

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

27 LAW

- 27.1 This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

28 WAIVER

- 28.1 No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.
- 28.2 No waiver by the Agency shall be effective unless made in writing.
- 28.3 No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29 ENFORCEABILITY AND SURVIVORSHIP

- 29.1 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.
- 29.2 The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

30 DISPUTE RESOLUTION

- 30.1 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.
- 30.2 If the parties' negotiators are unable to resolve the dispute within a period of 45 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).
- 30.3 If the parties' respective senior managers or directors are unable to resolve the dispute within 45 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.
- 30.4 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 45 days after the appointment of the mediator.
- 30.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 30.6 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.
- 30.7 Any of the time limits in Condition 30 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.

31 GENERAL

- 31.1 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.
- 31.2 The Contract contains the whole agreement between the parties and 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.

32 FREEDOM OF INFORMATION ACT

- 32.1 The Environment 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').

32.2 The Contractor agrees that:

32.2.1 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

32.2.2 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.

32.3 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 and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated 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 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.

33 DATA PROTECTION

33.1 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

		Condition No
1	Contract Supervisor	3
	Representative: [REDACTED], Senior FCRM Advisor - MEICA	
	Address: [REDACTED]	
	Tel: [REDACTED]	
	Mob: [REDACTED]	
	Email: [REDACTED]	
2	Contractor	
	Representative: SSE Contracting – [REDACTED]	
	Address: SSE Contracting	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	Tel: [REDACTED]	
	Email: [REDACTED]	
2	Contract Period	6
	Start Date: 01 September 2020	
	Contract Period: 24 months	
	Completion Date: 31 August 2022	
	Options to extend up to: 31 August 2024	
3	Insurance (Minimum Cover)	17
	Public Liability: [REDACTED]	
	Professional Indemnity: n/a	
4	Limit on Liability	16
	Limit of Contractor's Liability (PL): [REDACTED]	
	Limit of Contractor's Liability (PI): n/a	
5	Payment	21
	Frequency of Invoicing: monthly	

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SPECIAL CONDITIONS

1 DEFINITIONS

[Additional Clauses]

1.1.21 Schedule

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

1.1.22 Site

The place specified by the Agency, where the Services are to be performed.

2 PRECEDENCE

[Substitute Condition]

- 2.1 To the extent which any documents form part of the Contract, they shall in the case of conflict have the order of precedence as stated in the 'Form of Agreement'.

6 CONTRACT PERIOD

[Additional Clause]

- 6.2 The Contract Period may, at the Agency's sole option and by giving 8 weeks notice in writing, be extended by the further period(s) or part(s) thereof stated in the Appendix.

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
SSCL
PO Box 797
Newport, Gwent
NP10 8FZ

Tel: 0845 000 0898 Email: ea_procure_to_pay@gov.sscl.com

34 PRICING

[Additional Condition]

- 34.1 The prices to be paid for the Services supplied in accordance with the Contract are shown in the Pricing Schedule.
- 34.2 All prices and rates shall be held fixed for the duration of the Contract Period.
- 34.3 The prices payable by the Agency are inclusive of all licence fees and all other charges associated with the Services.
- 34.4 All prices shown in the Contract are exclusive of Value Added Tax.

35 HEALTH AND SAFETY

[Additional Condition]

- 35.1 The Contractor shall ensure that his staff, agents and suppliers act in full accordance with the provisions of the Health and Safety at Work etc. Act 1974, Management of Health and Safety at Work Regulations 1992, Control of Substances Hazardous to Health Regulations 2002 (COSHH) and any other Acts, Regulations or Orders pertaining to Health and Safety.

36 QUALITY ASSURANCE

[Additional Condition]

- 36.1 The Contractor shall ensure that its Quality Assurance System meets the requirements of ISO 9001:2015 (or equivalent).

37 CONFIDENTIAL INFORMATION
[Additional Condition]

- 37.1 Confidential Information shall comprise any information disclosed to, or made available to the Contractor and his agents and staff in connection with the Contract and the provision of the Services. This will include, but not be limited to the Agency's procedures, the Contract, the Results, any Intellectual Property Rights of the Agency, or any other information which could reasonably be regarded as confidential.
- 37.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information as in paragraph 1 of this Condition is:
- 37.2.1 given only to the minimum number of staff and then only to the extent necessary for each member of staff's activities in the provision of the Services;
- 37.2.2 treated as confidential and not disclosed, without the prior approval of the Contract Supervisor, to any other person.
- 37.3 Where, required by the Contract Supervisor, the Contractor will ensure his staff sign a confidentiality undertaking before commencing work on the provision of the Services and provide copies to the Contract Supervisor.
- 37.4 The Agency's remedies for breaches of paragraphs 1, 2 and 3 of this Condition shall not be limited to damages.
- 37.5 Nothing in this Condition shall prevent the Agency from disclosing such information relating to the outcome of the contract procurement process as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with EU Directives, or elsewhere in accordance with requirements of UK law on the disclosure of information.

38 LOCATION OF CONTRACTOR'S AND SUBCONTRACTOR'S OFFICES
[Additional Condition]

- 38.1 The Services will be provided from the following Contractor's offices:

Address: SSE Contracting, [REDACTED]
4AZ

Tel: [REDACTED]

Email: [REDACTED]

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EA – National Portable Appliance Testing Tender Specification

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1 General Information

1.1 Introduction

This Contract comprises of:

- The In-Service Inspection and Testing of Electrical Equipment.

The Contract is to provide the services for the inspection and testing of approximately 13,000 assets for Environment Agency operational field teams across England. Historical records will be provided for all assets and locations on contract award. The number of appliances may fluctuate over the duration of the Contract and incorporate our office equipment.

Using data supplied from our Kent and South London area, a typical range of assets for the Operations Field teams would be:

Location	Area	No of Items
Cambray Depot	KSL	94
H&T Equipment at Leigh	KSL	45
Beverley Way Depot	KSL	111
Leigh Barrier	KSL	49
Northfleet Depot	KSL	49
Plucks Gutter	KSL	18
Robertsbridge	KSL	5
Scotts Float Depot	KSL	180
Willop Depot	KSL	46
Crossness Depot	KSL	62

This Contract must be supported by a Contractor managed; live web based electronic data management system (EDMS).

The Contractor must manage all inspection and testing with the latest edition of the IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment (IET CoP) and the Environment Agency Code of Practice for Electrical Safety (CoPES).

Before Contract commencement the Contractor's Lead Engineer must be authorised by the Environment Agency's national MEICA Manager – Asset Performance and Engineering. This person will be qualified to a HNC/D level in Electrical Engineering, City and Guilds 2377 Electrical Equipment Maintenance and Testing level 3 and have as a minimum five years' experience in the management of PAT testing programmes for other clients.

The Contractor must manage all elements of planning, communication, scheduling, examination and testing, reporting and administration support under the Contract.

The Contractor must deliver all elements of the Contract to enable the Environment Agency to demonstrate compliance with all appropriate Regulations and Statutory Instruments, including Electricity at Work Regulations 1989 and PUWER 1998. The Contractor must also comply with the requirements of the IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment 4th Edition and the Environment Agency Code of Practice for Electrical Safety (Operational Instruction 14_13).

Post Contract award attendance will be required at a number of induction meetings as detailed in Section 2.19.

This will lead to:

- Asset identification, tagging and recording onto your asset database
- EDMS user training sessions and provision of a detailed user manual
- Provision of a technical helpdesk for all issues related to the Contract

The Contractor must use their expertise to advise the Environment Agency in maintaining compliance with all appropriate regulations and statutory instruments.

The framework covers all geographical areas within the Environment Agency and Natural England. In the Environment Agency, these areas are:

- Derbyshire Nottinghamshire and Leicestershire
- Cambridgeshire and Bedfordshire
- Cumbria and Lancashire
- Devon and Cornwall
- Essex Norfolk and Suffolk
- Greater Manchester Merseyside and Cheshire
- Hertfordshire and North London
- Kent and South London
- Lincolnshire and Northamptonshire
- Northumberland Durham and Tees
- Shropshire Herefordshire Worcestershire and Gloucestershire
- Solent and South Downs
- Staffordshire Warwickshire and West Midlands
- Thames Barrier
- Wessex
- West Thames
- Yorkshire

1.2 Glossary

Acronym	Description
Client	Environment Agency
Contractor	Testing and Inspection Service Provider
CoPES	Code of Practice for Electrical Safety
EA	Environment Agency
EACM	Environment Agency Contract Manager
EDMS	Electronic Data Management System
IET CoP	IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment –fourth edition
MEICA	Mechanical, Electrical, instrumentation, Control and Automation
RO	Responsible Officer

2 Requirements

2.1 Electrical Equipment Inspection and Testing

2.1.1 Equipment General

Single and three phase Electrical equipment as defined in part 1.2 and 1.4 of the IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment, 4th Edition is included within this Contract. Each asset presented must be inspected and tested, labeled and documents completed as described in the Code of Practice and as specified below.

Typical equipment includes portable, movable and hand-held appliances as defined in section 5 of the IET CoP. The Contract may also extend to other equipment types defined within Section 5 of the IET CoP.

All references below to section numbers, forms etc. are those within the IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment, 4th Edition.

2.1.2 Electric Vehicle and Plug-in Hybrid Charging Leads

The EA have a number of Electric Vehicle (EV) and Plug-in Hybrid vehicles that require PAT Testing of their charging leads.

The Contractor must make in house arrangements to facilitate the inspection and testing of EV and Plug-in Hybrid charging leads by competent persons. The contractor must be able to inspect and test Mode 2 and Mode 3 charging cables, including the following vehicle connector and vehicle inlet types, as specified in the IET Code of Practice for Electric Vehicle Charging Equipment Installation 3rd Edition:

- BS EN 62196-2 Type 1 Vehicle Inlet and Vehicle Connector Also known as the SAE J1772 connector or Yazaki connector
- BS EN 62196-2 Type 2 Vehicle Inlet and Vehicle Connector Also known as the Mennekes connector
- BS EN 62196-2 Type 3 Vehicle Inlet and Vehicle Connector Also known as the EV Plug Alliance connector

As charging connections may vary, the contractor must be able to inspect and test charging cables in a variety of charging connections, including:

- Charging cable and plug permanently attached to electric vehicle
- Detachable charging cable assembly with a vehicle connector and plug
- Charging cable permanently attached to the charging equipment (tethered cable)

2.1.3 Asset Coding/ Identification

The Contractor must propose and establish an electrical equipment asset coding/identification system so that each asset of equipment can be uniquely identified. The Contractor must transfer all existing historic data onto their system which shall be available to the Client.

The asset coding must be matched with the Client's asset tagging reference (i.e. EAT009261). As part of the testing process the Client codes are to be collected and used to identify the assets when arranging inspections, see section 2.9. It is understood that it will take a full round of inspections before all codes can be matched accordingly.

2.1.4 Inspection and Testing

Frequency of inspection and test must be as follows:

- hand-held tools and equipment – every six months;
- electric vehicle and plug-in hybrid charging leads – every six months;
- other equipment, including domestic/kitchen equipment – every two years;
- commercial kitchen equipment – every year;
- IT equipment used in low risk office environments – every four years;
- IT equipment used in communications rooms – every four years.

SCADA PCs and monitors, telemetry outstations and Environment Management equipment – every three years. PAT testing of SCADA PCs and monitors and Telemetry Outstations would require a written permission to isolate from the RO.

New vehicles do not require their charging leads to be PAT tested until they have completed 6 months in service.

The frequency of inspection and testing for equipment may change, subject to a local risk assessment by the asset owner in agreement with the local EA MEICA team and technical advice from the Contractor.

The Contractor must pay special attention to the IET CoP section 15.5 and Note 1, regarding testing heating and/or cooking appliances having metal sheathed mineral insulated heating elements. There may be sites within the Environment Agency that have cookers containing such heating elements.

Following inspection and testing of electrical equipment, the Contractor must attach a label on each asset of equipment as detailed in IET CoP Form V.3 including the retest date.

Damaged or faulty electrical equipment must be isolated, made safe and labeled as detailed in IET CoP Form V3. The Responsible Officer must be made aware of all damaged or faulty equipment immediately after if it is detected.

2.1.5 Documentation

The Contractor must provide and complete the following documents: -

1. Register of Equipment (Form V.1)
2. Record of Formal & Combined Inspection and Test (Form V.2)
3. Repair Register (Form V.4)
4. Register of Faulty Equipment (Form V.5)
5. Test Instrument Record (Form V.6)

The Contractor may submit their own model forms and labels as an alternative to those listed above for the approval of the EACM any alternative forms or labels submitted must contain at least the same level of detail as those listed above.

All the detail required within these forms must be available on the Contractor's EDMS.

Approval of the Contractor's alternative model forms and/or labels will be at the discretion of the EACM.

2.2 Electronic Data Management System

- 2.2.1 The Contractor shall store all asset records on an EDMS database and maintain it for the duration of the Contract.
- 2.2.2 The data will be made available to the EACM at the end of the Contract period and be fully editable without password or other forms of protection, for future use by the EA.
- 2.2.3 The type, content and format of the data must be agreed with the EACM before the Contract commences. As a minimum the database must include the following for each individual asset of electrical equipment:
- Unique Asset Identification
 - Asset Manufacturer
 - Asset Type and Model
 - Asset Serial Number
 - Asset Location
 - Responsible Officer's Name
 - Client's asset tagging reference
 - Date Asset First Put Into Service
 - Inspection and Test Frequency
 - Inspection and Test Status (Pass or Fail)
 - Inspection and Test Results (for each test type, e.g. Earth Continuity, Insulation Resistance, Formal Visual Inspection, etc.)
 - Retest date
 - Details of Defects Identified (Damaged or Faulty)
 - Details of Repairs or Replacement Undertaken, including replacement of fuses and subsequent fuse size. All fuse sizes should be listed for assurance.
- 2.2.4 The Contractor must provide the EACM with a current electronic copy of the database at all review meetings.
- 2.2.5 The EDMS to be provided is for the management, planning and recording of EA equipment as defined.
- 2.2.6 This database must be a web based application providing accessible records of the following;
- A record for each individual asset.
 - The condition of all equipment covered by this Contract
 - The inspection status of all equipment
 - The EDMS will be a permanent data storage and data archive of all visual inspection and testing reports undertaken during and prior to the Contract

The database must have a:

- dashboard with the capability to report results at a national and area level

- facility to view, print and email inspection reports in pdf and Microsoft Excel spreadsheet (xls) format
- defects analysis – ability to review fuse, plug tops, lead issues etc.
- 'Plant Not Available' section for inspection management
- full inspection programme details
- ability to export and save data in pdf and Excel format
- ability to view individual asset details
- search feature to find assets and reports easily
- facility for ROs to add their own asset or report notes
- facility to store other documents electronically with the asset
- automatic issue of scheduled inspection dates to nominated ROs including the assets to be tested

2.2.7 All data managed and exchange between the EA and the Contractor shall be Microsoft Office® compatible.

2.2.8 Management reports selection and download must be preconfigured to provide the following information:

- Ability to report over a one year, six monthly, quarterly or monthly timescales
- Current status
- Status – Pass, Failed or Plant Not Available
- At National, Area, Function and RO level
- These reports must be available in both tabular and graphical format

2.2.9 Asset description within the EDMS must use consistent/ generic descriptors to prevent spurious naming of the same type by inspectors as agreed at Contract award.

E.g. Correct version - Extension Lead

Not:

- extension lead
- Ext lead
- Extension cable
- E.Cable
- Cable reel

2.2.10 The Contractor must undertake a six monthly quality assurance review of duplicate assets, missing assets, missing asset equipment detail and incorrect plant numbers

on their database and provide a report of appliances affected to ROs and a national overview to the EACM.

2.2.11 In addition to that outlined in section 2.2.8. Management reports functionality shall be available to allow selection and download of commonly requested reports such as:

- Assets due for testing for each RO and national overview
- Assets that have not been tested for each RO and national overview
- Assets failed by the RO by Area/Function

2.2.12 At the end of this Contract all data contained in the EDMS must be presented to the Environment Agency in the format agreed at Contract commencement.

2.3 Security

2.3.1 The Electronic Database Management System must comply with the Security Non Functional Requirements attached in Appendix I. These requirements include:

2.3.1.1 The Supplier must demonstrate any security certification (e.g. ISO27001, Cyber Essentials Plus) and provide independent certificates for validation.

2.3.1.2 The Supplier must provide a security management plan referencing their security policies and procedures.

2.3.1.3 The Supplier must ensure that all staff with access to Authority information, data or systems are vetted to appropriate standards (minimum BPSS or national equivalent).

2.3.1.4 The Supplier must identify all third parties involved in the supplier's service and detail the services they provide.

2.3.1.5 The Supplier must provide evidence that all third parties involved in the Supplier's Service will meet the security standards of the Supplier.

2.3.1.6 The Supplier must comply with the Defra Security Assurance process (process can be provided on request).

2.3.1.7 The Supplier must provide details of the incident management process relating to security incidents involving Authority information, data or systems.

2.3.1.8 The Supplier must provide details of the vulnerability management process relating to the systems processing or hosting Authority information as part of the supplier's service.

2.3.1.9 The Supplier must agree to, and provide support for, an IT Health Check of the service carried out by an independent 3rd party under the NCSC CHECK Scheme

prior to go live. Vulnerabilities discovered as part of this activity will be remediated in line with Authority risk appetite.

- 2.3.1.10 The Supplier must make the Authority aware of any significant changes to the service so that the Authority can confirm whether they require additional penetration testing and/or IT Health checks to be undertaken. Such changes might include re-hosting, architectural changes, or major code changes.
- 2.3.1.11 The Supplier must provide details on how the service is segregated from other customers so that the Authority can determine whether the service is adequately protected.
- 2.3.1.12 The Supplier must provide details on how they will manage access control to ensure that access to Authority data is limited to that required for users to perform their roles.
- 2.3.1.13 All access to the service by Supplier staff must be logged and stored securely in case analysis of this information is required.
- 2.3.1.14 The Supplier should provide evidence of management of the integrity of the service data, e.g. after a service outage.
- 2.3.1.15 The Supplier must provide evidence of monitoring for unusual activity and maintenance of records of events for future analysis.
- 2.3.1.16 The Supplier should make available access logs and audit data relating to the service if required.
- 2.3.1.17 The Supplier must confirm that data will only be stored and processed for its intended purpose and that the storage and processing will comply with relevant legislation.
- 2.3.1.18 The Supplier must confirm that the service will be capable of supporting data up to a maximum protective marking of OFFICIAL/ OFFICIAL- SENSITIVE (delete as appropriate) and Defra Impact Assessment score of X-X-X. The maximum protective marking and Defra Impact Assessment score agreed on Contract Award

must remain for the duration of the Contract unless the EA chooses to review the requirements.

2.3.1.19 The Supplier must confirm that system data will not be shared with any other party without prior approval and that only the minimum data will be shared to meet the approved needs.

2.3.1.20 The Supplier should confirm that passwords and account management capabilities of the Service meet the criteria set out in the Authority's Password Policy.

2.3.2 The Contractor must have Counter Terrorist Check (CTC) Clearance. This is required to carry out inspection and testing at specific Environment Agency sites, including Thames Barrier and Associated Gates.

2.4 Health and Safety

2.4.1 The Contractor has the right to refuse to carry out an inspection if in their opinion to do so would pose a risk to the health, safety or welfare of its employees, or agents, or to the Agency, or its employees, or agents. The Contractor must immediately advise the RO if health and safety concerns prevent inspections taking place and contact the EACM in writing.

2.4.2 The Contractor is required to provide the test engineer with all personal protection equipment as identified in the risk assessments and safe working methods for the task and site.

2.4.3 The Contractor must provide appropriate PPE required to meet their risk assessment and method statement requirements for each work location.

2.4.4 The EA will only provide site pre-installed safety equipment, to ensure compliance with site specific safety requirements when agreed in advance with the RO. The

responsibility to provide PPE as required by the Contractors risk assessment remains with the Contractor at all times.

- 2.4.5 The EA will provide the Contractor with safe access to each site and a safe working environment on the site. The Contractor must provide any specialist equipment when required to gain access to assets, unless agreed otherwise with the RO.
- 2.4.6 The EA will advise the Contractor of any special or unusual health and safety hazards or safety practices applicable at each site prior to the Contractor conducting an inspection.
- 2.4.7 The EA will provide the Contractor with details of the RO for each location and the necessary contact procedures to arrange access in accordance with the agreed schedule of inspections.
- 2.4.8 The RO will provide information about the locations to be visited and any hazards on site, together with details of required procedures, controls and precautions particular to the site. This will include information about automatic and remotely operated equipment and the required procedures for initiating EA isolation and immobilisation for the purposes of their inspections.
- 2.4.9 The RO will make appropriate arrangements to ensure electrical equipment is available for inspection and where necessary will undertake any strip-down and re-assembly required. As a general principle unless previously agreed, an EA employee will be present on site to liaise and assist in the identification and location of electrical equipment.
- 2.4.10 The Contractor must comply with all statutory health and safety requirements and local site health and safety arrangements required by the EA including the requirement to report all incidents and injuries. The EA also encourages the reporting of 'near misses' and potential hazards.
- 2.4.11 The Contractor must ensure its employees are given the health and safety information for each site as provided by the EA and use it to conduct their own site risk assessment, to ensure their working practices contain the necessary control measures to ensure safety in the existing conditions.
- 2.4.12 The Contractor must provide the EA with copies of risk assessments, procedures and working instructions provided to their employees relevant to the work undertaken for the EA, together with information on monitoring arrangements, to ensure they are

followed. The Contractor must be able to produce relevant Health & Safety information if challenged to do so on site.

2.5 Contract Set-up

- 2.5.1 For high risk sites as identified by the RO, the Contractor, having considered the information provided, must determine if they need a separate visit with the RO in advance of the inspection to review their working practices and safety controls.
- 2.5.2 This initial risk assessment must consider and identify any special access arrangements that the Contractor will be required to provide and the level of assistance the EA must provide in gaining safe access to equipment. It must also consider the need for any special personal protective equipment required by the inspecting engineer, such as life jackets, harnesses, etc. and agree in advance the procedure to initiate any required EA plant isolation and lock off.
- 2.5.3 The Contractor must ensure that the initial risk assessment and working methods are provided to any inspecting engineer undertaking work on this site, and they have them available for reference by the EA, if requested.
- 2.5.4 On initial visit, the Contractor must satisfy themselves by risk assessment, and reference to information provided by the EA, that their work can be undertaken safely in the prevailing conditions.
- 2.5.5 The Contractor must provide an in-house PAT testing service.

2.6 NICEIC and/or ECA and/or NAPIT registration

- 2.6.1 The contractor must maintain their registration with and annually provide evidence of registration with the National Inspection Council for Electrical Installation Contracting (NICEIC) and/or The Electrical Contractors Association (ECA) and/or the National Association of Professional Inspectors and Testers (NAPIT) to the EACM.
- 2.6.2 Report of any audits/inspections carried out by the registration bodies shall be made available to the EACM on request.

2.7 Personnel

- 2.7.1 The Contractor must appoint a Contract Manager responsible to the EACM for the delivery of the Contract. The Contractor must provide a Contract management structure where in-service related issues can be satisfactorily dealt with in an efficient manner, via a single point of contact, where required by the EA. The Contractor should also have a network of regionally based staff with sufficient authority to resolve issues locally, where required to do so by the EA.
- 2.7.2 The Contractor must appoint a national technical lead engineer to provide consistent national guidance to inspecting engineers on matters of technical compliance with

regulations. The Contractor must have in place a technical support facility available to the EA in order to provide legal and technical interpretation, advice and guidance in support of the in-service inspection activity. In addition, this support facility must be able to provide a range of consultancy type services with regard to legal and technical compliance issues in relation to plant and equipment supply, certification, operation, maintenance, inspection and end use.

- 2.7.3 The Contractor's national technical lead engineer will ensure inspecting engineers meet the competence requirements of the appropriate Regulations and any subsequent amendments throughout the period of the Contract. The minimum requirement that the Contractor's Inspectors must be qualified to is City and Guilds 2377 Electrical Equipment Maintenance and Testing and have as a minimum one year experience in the management of PAT testing programmes for other clients.
- 2.7.4 The Contractor must provide documented evidence of how inspector competency and service quality are both maintained and improved. The Contractor must have in place systems which will allow data capture and appraisal, enabling competency shortfalls to be readily identified and enhancements highlighted. In addition, the Contractor must have in place systems which both implement, and monitor, such competency and service quality enhancements.
- 2.7.5 The Contractor must provide a single point of contact telephone and email service which shall provide a response to queries within 24 hours. Each individual telephone or email query must be allocated a specific reference number supplied to the EA requestor at the time of the request

2.8 Environment Agency

- 2.8.1 Within each area there are ROs. Each has responsibility for a number of assets and can be considered as the 'owner' of the assets being inspected. A complete list of ROs for each area will be provided by the Contractor's Contract Manager prior to the commencement of the Contract.
- 2.8.2 The Contractor must provide a formal process that will enable the change of RO to be reflected accurately within the Contractor's EDMS scheduling and reporting systems
- 2.8.3 The EA will appoint an EACM to manage the overall performance of the Contract.

2.9 Inspection Planning

- 2.9.1 A list of asset locations in the EA is attached in Appendix A Offices and Depot Locations. Note that the spreadsheet enables you to filter on location, post code, detailed location and sub-location. This list may not be exhaustive and equipment could be at any location. The list of offices and depot locations may increase with the addition of other organisations within DEFRA, such as Natural England.
- 2.9.2 Based upon the summary information supplied with the Contract (see Appendix A Offices and Depot locations) and subsequently updated on the Contractor's database, the Contractor will plan and carry out inspections on or before the due date for re-inspection. The Contractor will respond to requests for inspections of additional assets by the EA and will complete such inspections within 5 days of notification. If the EA requires urgent inspection of additional assets this must be carried out within 1 working day or less, at additional cost based upon the schedule of rates for inspections in Cost Schedule.
- 2.9.3 The Contractor must contact the RO and arrange a convenient date to carry out inspections. Generally, all equipment on a particular site shall be inspected at the same time. Early inspection of assets is acceptable in order to bring all assets on a site onto the same re-inspection date. Unless agreed by the RO planned early inspection of assets (more than thirty days in advance of due date) must not occur
- 2.9.4 The Contractor must notify the RO when a visit to site is proposed. The Contractor will give the RO at least ten working days' notice of access requirements. The RO is to be informed of which equipment is to be inspected and agree the days/dates of the inspection.
- 2.9.5 Where an asset is not available for inspection, the Contractor must arrange with the RO to revisit the site to complete the inspections at no additional cost to the EA. No site will be visited, for the purpose of locating and inspecting Plant Not Available, more than twice in a 6 month period. Where more than two visits are required to complete an inspection the asset will be tested and cost recovered at the agreed rate for the equipment.
- 2.9.6 The unit cost to be provided in Cost Schedule must be inclusive of administrative, travel, labour rates, management and all other overheads that make up the final unit cost.
- 2.9.7 The Client will supply the Contractor with the EV / Hybrid plug-in vehicle base location details and the contact information for both driver and RO. This information will assist them in contacting the driver/RO before they attend an office or depot to carry out PAT testing.
- 2.6.8 Half-Day and Full-Day rates, as per the Cost Schedule, may be charged where there is not a sufficient number of items available for inspection to make the contract cost effective. For example, the Contractor may require a minimum appliances to be available for inspection at the agreed cost per unit rate to make the contract cost-

effective. Failure for the minimum number of appliances to be available for inspection for the Contractor would mean the Contractor may charge the Half-Day or Full-Day rate, as appropriate.

2.10 Asset Identification

2.10.1 The unique asset identifier for the asset will be as described in section 2.1.3.

2.10.2 The Contractor must ensure that where there is an asset with a defect identified, a digital photograph is taken as part of the asset record in the EDMS.

2.10.3 The Contractor must ensure that all assets have a barcode attached as part of the asset identification system.

2.10.4 The asset identification barcode will be of a material that will provide:

- abrasion resistance,
- moisture resistance,
- chemical and solvent resistance,
- outdoor exposure and UV light,
- high and low temperatures,
- application to uneven rough finishes, plastic, metal, wood, painted, oily, dirty, greasy surfaces

2.10.5 The barcode will display the following information as a minimum:

- Asset identification number
- Last test
- Retest
- Tested by
- Status

2.11 Test Equipment and calibration

2.11.1 Test equipment must have the following capabilities to test to the requirements of the IET Code of practice for In-service Inspection and Testing:

- Low current earth continuity test
- Insulation resistance
- IEC lead test
- Protective conductor current
- Touch current
- Load power/current
- Alternative leakage current
- Point to point testing for fixed appliances
- RCD test
- Power socket test
- Ability to test 110, 230 and 400 volt equipment.

2.11.2 The Contractors test instruments must comply with the requirements of BS EN 61010 and BS EN 61557.

2.11.3 The accuracy of all test instruments must be verified and recorded annually. The calibration must be recorded on the CoP form V.6 Test instrument record. Records of verification and calibration shall be made available to the EACM.

2.11.4 Each piece of portable appliance testing equipment must, as a minimum, be less than 5 years old.

2.12 Access to site

2.12.1 Access to site is always with the prior approval of the RO and confirmation of purchase order number. The Contractor must obtain from the RO, information about current site specific safety risks prior to site attendance.

2.12.2 Arrangements for access must be confirmed in writing to the RO, or in their absence their deputy. Evidence of this process will be reviewed before Contract award

2.12.3 The normal working hours of this contract are 08.00 hrs to 16.00 hrs Monday to Thursday; inspections must be arranged within these times. Fridays can be scheduled for testing at the prior agreement with the RO.

2.12.4 The EA may provide an employee or agent to accompany the Contractor for the duration of the examinations on site. The Contractor will not be responsible for site security unless specifically agreed otherwise.

2.13 Inspection Requirements

2.13.1 Following inspection and testing of electrical equipment the Contractor must attach a label on each asset as detailed in section 2.10.3.

2.13.2 If an asset fails inspection the procedure in section 2.15.1 will be followed.

2.13.3 If an asset has not been inspected before, the procedures in sections 2.16 and 2.17 will be followed.

2.13.4 The EA will bring portable assets due for inspection to a central location, generally an office or depot at a time and date agreed. Inspections of portable appliances located in mobile plant may be required at remote working locations.

2.13.5 The Contractor must categorise examination and test into three levels, using Passed, Failed and Plant Not Available.

2.13.6 Any defects must be photographed and uploaded and form part of the test report.

2.14 Inspection Reports

- 2.14.1 The Statutory requirements for reporting as laid down in the relevant regulations must be complied with.
- 2.14.2 The Contractor must upload all inspection reports onto the EDMS within two working days of the asset test.
- 2.14.3 The primary identification for an asset will be the Environment Agency unique asset number as detailed in section 2.1.3. This unique number must be present on each inspection report and must be used to describe and identify an asset
- 2.14.4 The Contractor must provide inspection reports and schedule data in an electronic format.

2.15 Assets that fail Inspection and test

- 2.15.1 If an asset fails inspection the Contractor must fix a label on the asset of equipment as detailed in Form V.3 warning users that it is unsafe to use and must notify the RO immediately and prior to leaving site. The Contractor must also confirm this in writing to the RO and input the record onto the EDMS. This confirmation must be sent within 24 hours of the asset having failed inspection.

2.16 New Assets

- 2.16.1 New assets must be introduced onto the EDMS using the asset identifier detailed in 2.1.3, all data detailed under section 2.2 must be added to the EDMS.
- 2.16.2 The RO will ensure that all new assets have been identified with a tag highlighting that the asset needs testing and inspecting and adding to the Contractor's database.
- 2.16.3 The Contractor inspecting assets that have already entered service must provide that asset with a barcode as defined in 2.10.3 and must enter the asset onto the EDMS.

2.17 Unidentified Assets

- 2.17.1 If assets are found in the field that are not identified, the Contractor must:
- Bring the asset to the attention of the RO
 - If the asset is new this must be given an identification number, if it is an existing asset the correct identification number must be attached.
 - The Contractor must carry out a thorough inspection using the new ID number to identify the asset.

2.18 Scrapped Assets

- 2.18.1 The RO will advise the Contractor of assets that have been taken out of service. The Contractor must update the database within two working days to reflect the changes. All deleted assets must remain on EDMS.
- 2.18.2 All scrapped assets must be rendered inoperable and labelled appropriately. All scrapped assets to remain in possession of the Environment Agency until disposal.
- 2.18.3 The Contractor will acknowledge the receipt of the asset scrapping request from the RO. They must also advise the RO in writing the asset has been removed from the test and inspection schedule and programme.

2.19 Contract Management

- 2.19.1 The Contractor must allow for the following meetings with EA staff on commencement of the Contract. All meetings will be held within 8 weeks of Contract award;
- The Contractor will arrange with the EACM and Procurement Representative an Initial Set up Meeting to plan the take up and delivery of the Contract.
 - The Contractor will arrange for all lead area engineering staff to attend a meeting with the Supra-Area MEICA teams, ROs and EACM to discuss the Contract. The meeting will be at a venue provided by the EA, all travel and subsistence costs for the Contractor will be met by the Contractor. This meeting will include a formal H&S induction for Contractor's staff.
 - The Contractor will arrange for training of Database User training sessions and provision of a detailed user manual with the Client.
 - Following the induction meeting each Supra-Area MEICA team will arrange a meeting with the local Contractor lead engineer to plan roll-out of the Contract into the areas.
- 2.19.2 The Contractor must allow for the following six monthly meetings during the life of the Contract:
- Contract manager to arrange a national liaison meeting with EACM;
 - Contractor to arrange with each Supra Area MEICA team a progress review meeting.
- 2.19.3 At Contract completion a copy of all records and information collected by the Contractor over the term of the Contract must be made available to the EA in an agreed format.
- 2.19.4 The Contractor must provide a Total cost break down report for the financial year; it must be submitted annually by the 28th February.

2.20 Environment / Sustainable Procurement

- 2.20.1 The EA is committed to continually improving its environmental performance and procuring goods and services. It has set itself tough objectives as a clear commitment and contribution to sustainable. The EA recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.
- 2.20.2 Contractors must adopt a sound proactive sustainable approach, designed to minimise harm to the environment and the wider community.
- 2.20.3 The Contractor is required to complete efficient route planning to reduce mileage during inspection rounds. Use of public transport, reduce face to face meetings by using email and videoconferencing are encouraged. Meetings to be held in locations to minimise travel and close to public transport links.
- 2.20.4 All reports and documentation to be sent electronically. All paper documents and reports prepared shall be on recycled paper containing at least 80% post-consumer waste and printed double sided.
- 2.20.5 Packaging kept to a minimum. Re-use and disposal issues to be considered.
- 2.20.6 Whilst on site the Contractor is responsible for the disposal of their waste and can only use EA facilities with express permission from the onsite facilities officer.
- 2.20.7 Opportunities for apprenticeships / graduate trainee programmes are encouraged.
- 2.20.8 Whilst on site, Contractors must comply with the local environmental procedure which will be made available in advance or on arrival.

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