



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract Short Form Enhanced

Document version October 2021

**Single Tender Action Award - Hydrocarbons UK 2024**  
eSourcing number C26352  
**September 2024**

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Environment  
Agency

Ricardo-AEA Ltd  
The Gemini Building  
Harwell  
Oxfordshire  
OX11 0QR

Date: 18/09/2024  
Our ref: **C26352**

**Supply of Hydrocarbons UK 2024 (STA 3-months [+3-month extension])**

Following your proposal for the supply of Hydrocarbons UK 2024 to the Environment Agency, we are pleased to confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between the Environment Agency (EA) for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] Defra Group Commercial, at the above address within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]  
Defra Group Commercial



## Order Form

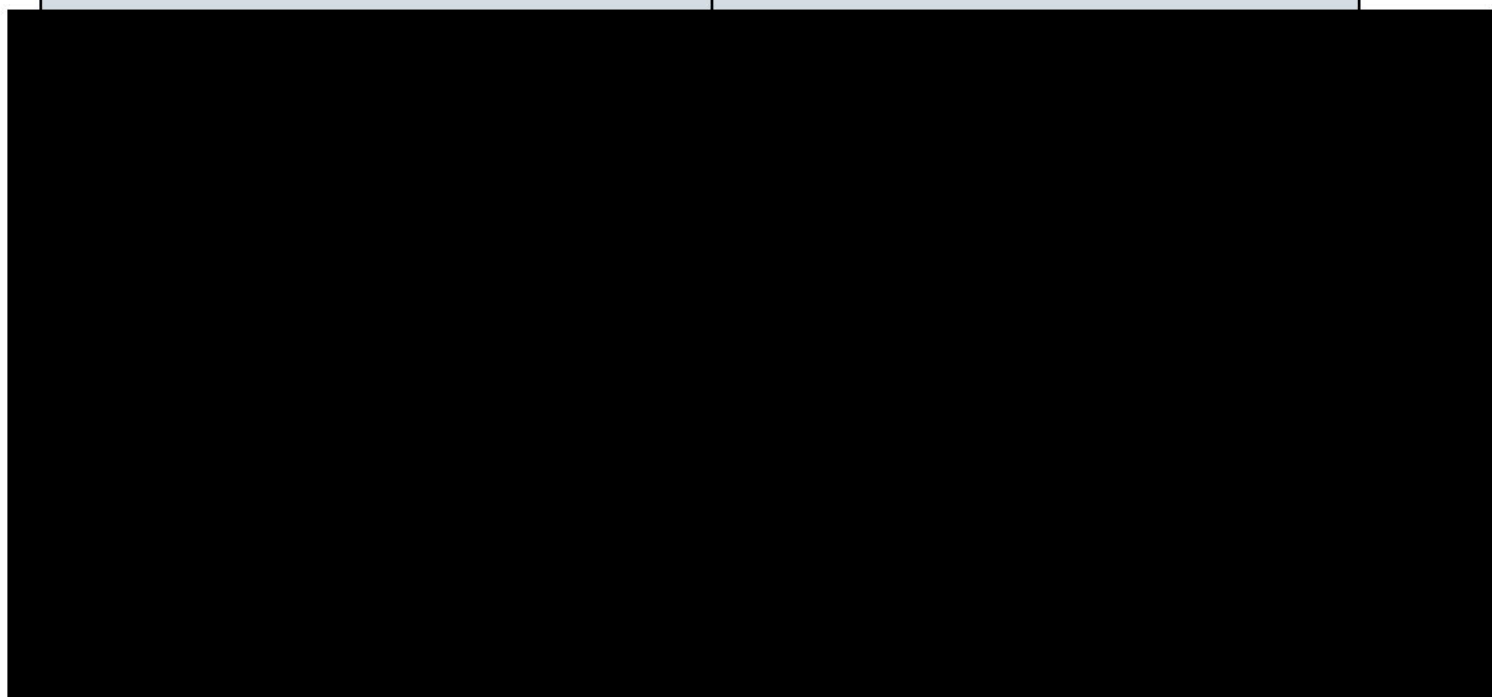
1. Contract Reference	C26352	
2. Date	18/09/2024	
3. Authority	<b>Environment Agency</b> Horizon House Bristol BS1 5AH	
4. Supplier	<b>Ricardo-AEA Ltd</b> The Gemini Building Harwell Oxfordshire OX11 0QR [REDACTED]	
4a. Supplier Account Details	[REDACTED]	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li> <li>3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>).</li> </ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>	
6. Deliverables	Goods	N/A



	<p><b>Service s</b></p> <p>To be performed at the Supplier's premises and or a third party's premises:  The Gemini Building  Harwell  Oxfordshire  OX11 0QR</p>
<b>7. Specification</b>	The specification of the Deliverables is as set out in Annex 2.
<b>8. Term</b>	<p>The Term shall commence on 1<sup>st</sup> October 2024 (the <b>Start Date</b>)</p> <p>and the Expiry Date shall be 31st December 2024, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 3 months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 4.
<b>10. Payment</b>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>[REDACTED]</p> <p>Alternatively, you may post to:</p> <p>EA SSCL (Environment Agency)  PO Box 797  Newport  Gwent  NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>

<b>11. Authority Authorised Representative(s)</b>	For general liaison your contact will continue to be <div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>	
<b>12. Address for notices</b>	<b>Authority</b> DEFRA Seacole Building 2 Marsham Street London SW1P 4DF <div style="background-color: black; width: 100%; height: 15px;"></div>	<b>Supplier</b> Ricardo-AEA Ltd The Gemini Building Harwell Oxfordshire OX11 0QR <div style="background-color: black; width: 100%; height: 15px;"></div>
<b>13. Key Personnel</b>	<b>Authority</b> Environment Agency Aqua House 20 Lionel Street Birmingham B3 1AQ <div style="background-color: black; width: 100%; height: 20px;"></div>	<b>Supplier</b> Ricardo-AEA Ltd The Gemini Building Harwell Oxfordshire OX11 0QR <div style="background-color: black; width: 100%; height: 20px;"></div>
<b>14. Procedures and Policies</b>	For the purposes of the Contract the details of procurement relevant procedures and policies are outlined in these terms and conditions.  For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.  The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.in the provision of any part of the Deliverables.	
<b>15. Limitation of Liabilities</b>	<i>In accordance with Clause 12.1.</i>	

<b>16. Insurance</b>	<p>The Supplier shall hold the following insurance cover from the start date for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance.</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000.00 (one million pounds);</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000.00 (one million pounds);</li> <li>- Platinum Service Level cover from PerkinElmer to include all non-consumable parts</li> </ul>
Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Authority</b>





## Annex 1 – Authorised Processing Template

Contract:	<p><b>Hydrocarbons UK 2024 (STA 3-months [+3-month extension])</b></p> <p>The management of the network of air pollution monitoring sites throughout the UK for the measurement and assessment of Benzene and volatile organic compounds at automatic sites. The supplier is responsible for upkeep, collection, analysis QA/QC and transfer of data to contractors who have responsibility for wider dissemination of the data.</p>
Subject matter of the processing	Hydrocarbons UK 2024 (STA 3-months [+3-month extension])
Duration of the processing	01/10/2024 – 31/03/2025 (if additional 3 months utilised)
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include employment processing, statutory obligation, recruitment assessment etc.</p> <p>There will not be any personal data collected throughout the duration of this project.</p>
Type of Personal Data	None collected
Categories of Data Subject	None collected

## Annex 2 – Specification

### GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this specification shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“AIR PT Scheme”	means the UKAS Accredited Proficiency Test (Formerly WASP & STACKS)
“ALN”	means the Automatic London Network
“AQ”	means Air Quality
“AQD 2008”	means the Ambient Air Quality and Cleaner Air For Europe Directive (2008/EC/50)
“AQEG”	means the Air Quality Expert Group
“Asset Register”	means a list of the fixed assets owned by an organisation containing pertinent details about each fixed asset to track their value and physical location.
“AURN”	means the Automatic Urban and Rural Air Quality Monitoring Network
“Benzene”	means Benzene is an aromatic organic compound which is a minor constituent of petrol (about 1% by volume). The main sources of benzene in the atmosphere in Europe are the distribution and combustion of petrol. Combustion by petrol vehicles is the largest component (70% of total emissions) whilst the refining, distribution and evaporation of petrol from vehicles accounts for approximately a further 10% of total emissions. Benzene is emitted in vehicle exhaust as unburnt fuel and also as a product of the decomposition of other aromatic compounds. Benzene is a known human carcinogen.
“Black Carbon”	means consists of pure carbon in several forms and is typically formed through the incomplete combustion of fossil fuels, biofuel, and biomass, and is emitted in both anthropogenic and naturally occurring soot.
“Bravo”	means the e-Tendering system used by The Agency for conducting this procurement, which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a>
“BTEX”	means the Analyser measuring Benzene, toluene, ethylbenzene and xylene
“CEH”	means the Centre for Ecology and Hydrology
“CEN”	means the European Committee for Standardisation
“CLRTAP”	means the Convention on Long-range Transboundary Air Pollution
“CMCU”	means the Central Management and Co-Ordination Unit
“COMEAP”	means the Committee on the Medical Effects of Air Pollution
“COSHH”	means the Control of Substances Hazardous to Health
“Conflict of Interest”	means the actual or potential conflict of interest on the part of the Tenderer in connection with the ITT or the Contract.
“Data Quality Objectives -DQO”	<p>The Data Quality Objective for benzene measurement uncertainty is <math>\pm 25\%</math> with a minimum data capture of 90%. The minimum time period for urban background and traffic is 35% and industrial sites this is 90%. A further 5% of planned equipment maintenance and calibration time may be deducted from the data capture objective for automatic measurements during the ratification process. This is specified in Annex I of the Directive 2008/50/EC.</p> <p>*Note for this contract tender – reduced monitoring for the time period as detailed in the AQD 2008 is not to be put forward.</p>
“DA”	means the Devolved Administrators



<b>“Data Capture”</b>	is the term given to the percentage of measurements for a given period that were validly measured.
<b>“Data Validation”</b>	<p><b>Data Validation</b> is carried out on an ongoing basis and is nominally a process to "clean-up" the initial provisional data. Any corrections to the data made during the validation process are automatically uploaded (still as <b>provisional</b> at this stage) to UK-AIR for end users to access. The process includes:</p> <ul style="list-style-type: none"> <li>• Further manual review of the data to exclude any data from instrument malfunctions or faulty calibrations.</li> <li>• Incorporation of any data which were initially missing due to communications failure with a monitoring station.</li> <li>• Updates to data scaling following application of the most recent calibration factors.</li> </ul>
<b>“Data Ratification”</b>	<p><b>Data Ratification</b> (or verification) is a detailed manual check of the data set carried out on a quarterly basis. It requires a long-term view of the results from <b>QA/QC audits</b> of the monitoring stations.</p> <p>Once all the ratification checks and corrections have been made then the data are reloaded to UK-AIR with a new status flag of "Verified".</p>
<b>“DDU”</b>	means the Data Dissemination Unit
<b>“DEFRA”</b>	means the Secretary of State for the Department of Environment, Food and Rural Affairs
<b>“DOENI”</b>	means the Department of the Environment Northern Ireland
<b>“DQO”</b>	means the Data Quality Objectives
<b>“EC”</b>	means the European Commission
<b>“EIR”</b>	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
<b>“EMEP”</b>	means the European Measurement and Evaluation Programme
<b>“EPAQS”</b>	means the Expert Panel on Air Quality Standards (panel subsumed into Committee on the Medical Effects of Air Pollution – COMEAP)
<b>“Equipment”</b>	means for the purposes of this Specification of Requirements ‘equipment’ refers to monitoring instruments, air conditioning units, housing or other associated equipment required for monitoring purposes.
<b>“ESU”</b>	means the Equipment Support Units
<b>“EU”</b>	means the European Union
<b>“FOIA”</b>	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
<b>“FTP”</b>	means the File Transfer Protocol
<b>“GC”</b>	means the Gas Chromatography
<b>“GIS”</b>	means the Geographical Information System
<b>“Hydrocarbons”</b>	means Hydrocarbons are compounds containing various combinations of hydrogen and carbon atoms. They are emitted into the air by natural sources (e.g. trees) and as a result of fossil and vegetative fuel combustion, fuel volatilization, and solvent use. Hydrocarbons are a major contributor to ground level ozone.
<b>“Highway Licenses”</b>	means if you want to place an object on or around a road or pavement, you must apply for the correct licence or permit.
<b>“JRC”</b>	means the Joint Research Council



<b>“LA”</b>	means the Local Authority
<b>“LSO”</b>	means the Local Site Operators
<b>“Member State”</b>	means a country which is a member of the EU, and which is party to the founding treaties of the union and thereby subject to the privileges and obligations of membership.
<b>“Nominated Officer”</b>	means an officer nominated by The Agency as the contract manager for this contract
<b>“Non-agglomeration zones &amp; Agglomeration zones”</b>	means the UK is divided into forty-three (43) zones for air quality assessment. There are twenty-eight (28) agglomeration zones (large urban areas) and fifteen (15) non-agglomeration zones.
<b>“NP”</b>	means The Agency's Network Procurement representative
<b>“QA / QC”</b>	means the Quality Assurance / Quality Control Services
<b>“Regulations”</b>	means the Public Contracts Regulations 2015
<b>“SG”</b>	means the Scottish Government
<b>“The Agency”</b>	means the Environment Agency
<b>“The Hydrocarbon Network Operator”</b>	means the tenderer who wins this particular contract
<b>“UK”</b>	means the United Kingdom
<b>“UK AIR”</b>	means the UK Air Information Resource ( <a href="http://uk-air.defra.gov.uk">http://uk-air.defra.gov.uk</a> )
<b>“UKAS”</b>	means the United Kingdom Accreditation Service
<b>“VOC”</b>	means Volatile Organic Compounds
<b>“Way Leaves”</b>	means a right of way granted by a landowner, generally in exchange for payment.
<b>“WG”</b>	means the Welsh Government

#### Appendices - Summary Table (Appendices Uploaded to Bravo as separate documents)

Appendix No.	Description
1	<b>Project Risk Assessment – Headers</b>
2	<b>Benzene sampler - Spares Breakdown</b>
3	<b>Health and Safety Guidance</b>
4	<b>Automatic Network LSO Manual</b>
5	<b>Non – Automatic Network LSO Manual</b>
6	<b>LSO - Contact Spreadsheet</b>
7	<b>DDU – Data upload Specification</b>
8	<b>VOC Submission for EMEP</b>
9	<b>Quality Assurance and Quality Control for monitoring under 2008/50/EC</b>
10	<b>Overview of Perkin Elmer Precursor Analyser</b>
11	<b>Hydrogen Generator User Guide – Parker Domnick Hunter</b>
12	<b>TurboMatrix Thermal Desorber - User Guide</b>
13	<b>Clarus 500 Gas Chromatograph - User Guide</b>
14	<b>Intercomparison 2017 Report</b>

## 1 Introduction

- 1.1 The Environment Agency on behalf of United Kingdom Department for Environment, Food and Rural Affairs (DEFRA) and Devolved Administrations require a Supplier to provide the Central Management and Control Unit (CMCU) and the Quality Assurance and Quality Control (QA/QC) for the UK Hydrocarbon Monitoring Network from 1st October 2024 until 31st December 2024, (the 3-month



mobilisation period). With all tenders, there is a risk of further delay, so this request also includes a contingency extension option from 1st January 2025 to 31st March 2025 so we wouldn't have to apply a 2nd time if there are delays during the tendering work.

- 1.2 The devolved administrations are as follows: the Welsh Government (WG), the Northern Ireland Executive, represented by the Department of the Environment in Northern Ireland (DOE), and the Scottish Government.
- 1.3 The Hydrocarbon Network Operator is responsible for the management of a national network of air pollution monitoring sites throughout the UK for the measurement and assessment of Benzene (as non-automatic sites and automatic sites) as well as volatile organic compounds at automatic sites. The operator will be responsible for upkeep, collection, analysis QA/QC and transfer of automatic and non-automatic data to suppliers who have responsibility for wider dissemination of the data.
- 1.4 The short extension is from 1st October 2024 until 31st December 2024, (the 3-month mobilisation period) for any new Supplier. With all tenders, there is a risk of further delay so this request also includes a contingency extension option from 1st January 2025 to 31st March 2025 so we wouldn't have to apply a 2nd time if there are delays during the tendering work.
- 1.5 The Supplier will be responsible for continuing to deliver, the UK's Hydrocarbon Network, undertaking Central Management, Coordination, Asset Management and Quality Assurance and a summary of the network can be found in the [Report: UK Hydrocarbons Network - Annual report for 2022 - Defra, UK](#)
- 1.6 The incumbent supplier should note It is not possible for a gap in data to occur, as these are long term networks, and ongoing monitoring for Hydrocarbons monitoring measurements is for UK legislative requirements.

## 2 Background

### 2.1 The Monitoring Networks

2.1.1 Hydrocarbons are monitored in the UK through two sub-networks which were established in 1992 and 2002 but are now a single contract. The UK Automatic Hydrocarbon Network and the UK non-Automatic Hydrocarbon Network collectively termed the UK Hydrocarbons Monitoring Network. The background policy context for the network summary can be found in Annex 7.

2.1.2 Further information on the networks can be obtained at:

<http://uk-air.defra.gov.uk/networks/>

and reports on both networks are available here:

[http://uk-air.defra.gov.uk/library/reports?section\\_id=13](http://uk-air.defra.gov.uk/library/reports?section_id=13)

2.1.3 The main functions of the networks are to provide information about:

- compliance with the EU Ambient AQD 2008;
- the long-term trends of hydrocarbons in mainly urban areas;
- the accuracy of the volatile organic compound's emission inventory and subsequent ozone modelling.

2.1.4 The networks consist of five (5) interdependent elements:



- the monitoring sites containing EA owned monitoring equipment maintained under the contract. The equipment at the monitoring sites is in either self-contained structures owned by LA's or the EA but managed under other Air Quality contracts;
- in the automatic network, preliminary data analysis and storage instrumentation that the supplier will need to provide;
- in the automatic network, there is telemetry system;
- quality assurance and quality control of the network and the monitoring data and;
- a central data assessment, storage and dissemination unit (DDU) (which is operated under contract by DEFRA) and is not part of the tender.

2.1.5 The Non-Automatic Network produces Benzene measurements at thirty-four (34) sites. Annex 4 provides information for each of these sites, and this is the current make-up of the network.

2.1.6 The Automatic Hydrocarbon Network is currently made up of three (3) sites, at which the levels of twenty-nine (29) hydrocarbons (volatile organic compounds) are continuously measured using automatic gas chromatographic (TD-GC-FID) analysers including benzene and 1,3-butadiene. Detailed information on the sites for the Automatic Network is available in Annex 3. The system used measures pure speciated hydrocarbons but is unable to measure non-methane hydrocarbons or formaldehyde as required by the Directive.

2.1.7 The 29 pollutants monitored under the Automatic Network are as follows:

Pollutant		
1,2,3-trimethylbenzene	ethene (ethylene)	n-hexane
1,2,4-trimethylbenzene	ethylbenzene	n-octane
1,3,5-trimethylbenzene	ethyne (acetylene)	n-pentane
1,3-butadiene	iso-butane	o-xylene
1-butene	iso-octane	propane
1-pentene	iso-pentane	propene
2-methylpentane (iso-hexane)	isoprene	toluene
Benzene	m+p-xylene*	trans-2-butene
cis-2-butene	n-butane	trans-2-pentene
Ethane	n-heptane	
1,2,3-trimethylbenzene	ethene (ethylene)	n-hexane

\* (m+p)-Xylene are not sufficiently well resolved in the chromatogram to be reported separately

2.1.8 All monitoring (automatic and non-automatic) and QA/QC procedures should be compliant with any European Committee for Standardisation (CEN) standards produced for benzene. Where major changes are required to equipment, the supplier should notify The Agency well in advance.

### 3 Objectives of the Programme

#### 3.1 Objectives of the Automatic Hydrocarbon Network

3.1.1 This network provides information:



- On concentrations of twenty-nine (29) hydrocarbons in urban and rural areas to investigate long term trends.
- To ensure the UK's compliance with the EU Air AQD 2008 for benzene and the requirement to monitor ozone precursors.
- To validate and improve the accuracy of the UK's volatile organic compounds emissions inventory and subsequent ozone and secondary particulate modelling.

## 3.2 Objectives of the non-Automatic Network

3.2.1 The non-Automatic Network provides The Agency with concise, ratified data on the spatial distribution and trends of Benzene in the UK to:

- assess if statutory air quality standards, objectives, target and limits values are met;
- inform the public via the UK Air Data Archive;
- provide information for local air quality review and assessments within the UK Air Quality Strategy and inform and support the development of cost-effective planning solutions and identify long-term trends and sources of pollution; and
- provide information to validate and improve the accuracy of the volatile organic compound's emission inventory and subsequent ozone and secondary particulate modelling.

## 3.3 Work Programme 1: Central Management and Control Unit (CMCU) responsibilities and deliverables

### Core Management work

The Supplier will:

- co-ordinate the management and operation of both the automatic network (four (4) sites) and non-automatic hydrocarbon network (thirty-four (34) sites) from 1st October 2024 until 31st December 2024 with a contingency option to extend a further (3) three months from 1st January 2025 to 31st March 2025.
- If a site is removed, the cost attributed to that site in the tender document shall be removed pro rata from the overall annual fee unless agreed with The Agency;
- pass on operational savings if a site becomes non-operational for a sustained time period of over 3 months, including LSO and analysis fees;
- be expected to undertake the management of projected work for any site closure as part of the Contract and provide The Agency with "open book transparent ad-hoc costings" for the required work to facilitate removal of equipment. As the sites are all co-located on the AURN network, it is not expected the operator would need to facilitate the removal of the cabin and service infrastructure;



- v) be expected to undertake the management of project work for adding sites to the network and provide “open book” costings for undertaking this work. In the first-place opportunities for co-locating at AURN or pre-existing monitoring stations should be explored;
- vi) be expected to produce and maintain a project risk assessment to identify and minimise risks to the delivery of the project as a whole. Appendix 1 (**Project Risk Assessment – Headers**) demonstrates the topic headers expected for a project risk assessment as a minimum;
- vii) coordinate and manage LSO for all sites; see LSO section for specific requirements for each network;
- viii) provide maintenance of the equipment (either in-house or by subcontract to an ESU) for equipment failure, which the LSO is unable to fix;
- ix) there are three (3) Perkin Elmer Ozone Precursor Analysers on the automatic network; one (1) installed at each of Marylebone Road, Chilbolton and Auchencorth Moss.
- x) There are thirty-four (34) pump boxes operational on the non-automatic network utilizing four hundred (400) tubes for sample collection; a detailed list of equipment is provided in Annex 4 and 5. The Supplier is required to supply their own tubes and should cost for four hundred (400) sorbent tubes within the proposal. Tubes are Perkin Elmer type tubes and are packed with Carboxen 1000. The AQD states that non-automatic measurements of benzene should be compliant with European Standard EN14662-1:2005 the Ambient Air Quality Standard method for measurement of benzene concentrations – Part 1: Pumped sampling followed by thermal desorption and gas chromatography. The tube type proposed by the tenderer must meet the requirements in 4.3.1 of the EN14662-1:2005;
- xi) maintain pump boxes to target achieving data capture in accordance with the DQO objectives in the AQD 2008. An allowance for the failure of individual components within the pump boxes should also be made;
- xii) a breakdown of components making up the pump boxes is included in the spares list attached in Appendix 2 – Benzene Samplers Spares. The Supplier will be expected to budget for a breakdown of spare part components over the lifetime of the contract. For reference historically this figure has been set with the pump boxes having a failure rate at approximately 10% a year;
- xiii) It should be noted that pumps have historically been repaired or replaced over an ongoing three (3) year cycle. Tenderers should cost to ensure sufficient pumps are available over the life of the contract to target achieving data capture in accordance with the DQO objectives in the AQD 2008.
- xiv) provide consumables for routine site operation for the duration of the Contract including carrier gases and GC columns as set out in Annex 5;
- xv) maintain an asset register and ensure that the Agency has an up-to-date version at all times (see Annex 6) and provide an updated version to the Agency at least once a year;



- xvi) liaise with incumbent Particulate Concentrations and Number Network provider (currently managed by the National Physical Laboratory) to minimise risks of butanol releases to the Perkin Elmer analysers from NPL's Condensation Particulate Counter analysers. This requires co-ordination of service and maintenance work between the two network operators to minimise the risk and should be considered in the operational procedures of the Supplier;
  - xvii) Ensure that all relevant health and safety legislation is complied with in the delivery of the service, and evidence of this when requested by the Authority. This should include, but not be limited to considering, fire and electrical safety, COSHH, manual handling, gas systems used on the Perkin Elmer instrument, and lone working. A list of legislation considered relevant to the contract includes:
    - Health and Safety at Work Act 1974
    - Electricity at Work Regulations 1989 (EaWR)
    - Management of Health & Safety at Work Regulations 1999
    - Manual Handling at Work Regulations 1992
    - Pressure Systems Safety Regulations 2000
    - Provision and Use of Work Equipment Regulations 1998
    - Control of Substances Hazardous to Health Regulations 2002
    - Control of Substances Hazardous to Health Regulations 2002
    - Working at Height Regulations 2005
    - The Health and Safety (First Aid) Regulations 1981
    - Regulatory Reform (Fire Safety) Order 2005;
  - xviii) raise any additional legislation regarding Health and Safety, not mentioned above, to the attention of the Authority;
  - xix) ensure LSO / ESU / QAQC Suppliers and employees) who attend site follow the "UK AIR QUALITY NETWORKS GUIDANCE ISSUE 8 – HEALTH AND SAFETY GUIDANCE" – as uploaded on Appendix 3;
- (The tenderers should note that none of the existing Hydrocarbon Automatic or Non-Automatic sites are managed with the Hydrocarbon Supplier being the lead health and safety contact for the site as they are all currently co-located at AURN sites. It should also note that some of the network information in Appendix 3 is now out of date).
- xx) Be responsible for ensuring there is an individual site risk assessment up to date for each site and uploaded to UK-air;
  - xxi) Ensure that PAT testing is performed on any electrical network equipment in use every year by a qualified person;
  - xxii) Ensure staff attending site need to follow includes;
    - use of the UK-AIR Health and Safety database before all visits is mandatory: The database can be accessed here: <http://aurnhub.defra.gov.uk/hnsdb/site/>
    - username and password can be provided by contact with Ricardo by email: AQsafety@ricardo-aea.com or you can reset your password yourself;



- xxiii) manage the gas cylinders and pressure systems on the network in accordance with the relevant legislation (the Pressure Systems Safety Regulations 2000) and their associated Approved Code of Practice – the Safety of Pressure Systems – Pressure Systems Safety Regulations 2000, which is considered best practice;
- xxiv) provide to the Authority on request a project risk register, any relevant method statements for site work, risk assessments for staff working on site, near miss and accident reports, training records for staff and subcontractors as appropriate for site work;
- xxv) ensure all subcontractors will if required produce their own risk assessments and method statements prior to working on site to and comply with relevant health and safety legislation and to minimise risk of accidents;
- xxvi) ensure that the network targets achieving data capture limits in accordance with the DQO objectives in the AQD 2008;
- xxvii) ensure a minimum time-coverage requirement of 100% above the requirements in the AQD 2008;
- xxviii) demonstrate that the expanded uncertainty requirement of 2008/50/EC AQD 2008 (twenty-five (25) %) is met for Benzene fixed measurements for data reported to the DDU for the “Ratified data submissions” It is expected that the uncertainty for these measurements is calculated from the reference standard’s EN14662 parts 1-4;
- xxix) retain separate to the UK Air Data Archive (<http://uk-air.gov.uk/data/>), a database of the validated monitoring data; to enable retrospective ratification of the data;
- xxx) provide assistance to The Agency on capital equipment procurement should replacement systems be required during the lifetime of the contract. The Agency will lead the process but would expect no additional charges. There are no known capital replacement programmes on the network at present;
- xxxi) provide management of any land charges and agreements, if required. There is no specific land charge currently on the network.
- xxxii) supply information to the DDU Supplier, as required. Information includes the UK Air website or text on the Network for the annual ‘Air Pollution in the UK’ series of publications. It is unlikely that this will be longer than two (2) – three (3) sides of A4. Data and text should be supplied to DEFRA on request for input into the Air Quality Strategy and other initiatives related to the contract as required;
- xxxiii) minimise the emissions and air pollution impact of the contract delivery. This includes but is not limited to emissions of carbon, nitrogen oxide emissions and particulate matter as well as number of miles travelled without compromising the operational and time requirements of the contract.
- xxxiv) attend 4 x 1hr telecom meetings a year between The Agency’s Contract Officer, and the Supplier at quarterly intervals. The Supplier will provide the secretariat for these meetings and



will prepare a short summary of substantive points and actions arising from these meetings within two (2) weeks of the meeting date;

- xxxv) attend the one (1) day annual Data Providers Workshop to remain updated on data providers' issues such as requirements for e-reporting as well as cross cutting network matters and updates from The Agency, DEFRA and DAs;

### **LSOs Requirements:**

- 3.3.1 The Non-automatic Network requires a group of Local Site Operators (LSOs) to attend the sites and process the samples. There is currently a network of LSOs in place that The Agency would be keen to maintain, if possible, to retain their knowledge and expertise and prevent unnecessary handover issues. However, tenderers must understand that the LSOs will be under contract to the successful Supplier and not to The Agency and therefore they must be prepared to either accept this group of LSOs, or if they prefer, to recruit a replacement group. Should the latter be the case, this will need to be fully explained in your tender response

- 3.3.2 LSOs are expected to attend sites every two (2) weeks. Activities required of the LSO will depend on whether the network site is automatic or non-automatic.

- 3.3.3 LSO Activities on the Automatic network are clearly defined in the LSO manual in Appendix 4.

The Supplier is expected to manage the LSO's tasks and ensure their competency for the automatic network and update the LSO automatic manual as required to meet the requirements of the specification. The updates to the manual would be required during handover, to continue the smooth running of the network. Key tasks from the LSO manual include:

- Routine checks of the operation of the analyser for example flow and trap temperature
- Introduction of calibration gas in the analyser for the recording of information on checklists; and
- Transmission of the completed checklists to the CMCU.

- 3.3.4 LSO activities on the non-automatic network are clearly defined in the non-automatic LSO manual in Appendix 5.

The Supplier is expected to manage the LSO's tasks and ensure their competency for the non-automatic network and update the LSO automatic manual as required to meet the requirements of the specification. The updates to the manual would be required during handover, to continue the smooth running of the network. Key tasks from the LSO manual include:

- attending site on a fortnightly basis;
- undertake routine checks of the operation of the pump flow rates, and checking for the health light on the pump boxes undertake exchange of sampling tubes and equipment checks.

- 3.3.5 LSOs cost and management of their services on the network are to be managed by the Supplier. The annual fee must include the LSO costs for the network. During the hand over period the incoming Supplier is expected to arrange and where applicable sub-contract the provision of LSOs services to the network monitoring sites. The existing LSO's have been



contacted by the Environment Agency and have confirmed in principle they are prepared to continue. A list of contact email addresses for existing LSO's are available in Appendix 6.

- 3.3.6 The LSOs should have appropriate expertise and will be responsible for the operation, routine maintenance, fabric (defined as the housing, integrity, services, internal environment and amenities of and access to the site) and maintaining basic security measures for all the monitoring sites wholly funded by The Agency. The Supplier is responsible for maintaining for and developing the requirement for existing and new LSO's.
- 3.3.7 The LSOs will be required to operate the sites so as to target achieving compliance with the data quality objectives of the Directive. It is expected that the tenderer awarded the contract will put in place the necessary procedures and quality assurance/control programmes to ensure that all appointed LSOs carry out their duties in a consistent manner with that being undertaken across other sites.

#### **EQUIPMENT AND MAINTENANCE**

- 3.3.8 Equipment maintenance and servicing, including emergency servicing, will be arranged by the tenderer and be justified, so as intended to be in accordance with the DQO objectives in the AQD 2008. This may be carried out in-house or by sub-contract to an ESU. Current arrangements are that the ESU has an unlimited call-out contract for the automatic instruments, and the automatic instruments are serviced once every year.
- 3.3.9 The Benzene monitoring method currently on the non-automatic network is validated in Martin et al 2003<sup>1</sup>, involves pumping ambient air at a rate of about 10 ml/min through tubes containing the sorbent Carbopack X, with subsequent laboratory analysis of the Benzene content of the tubes. The validation method is available from:  
<https://www.sciencedirect.com/science/article/pii/S1352231002010002>.
- 3.3.10 The air is pumped through the sampling tubes using purpose-built pump units that switch between two tubes to produce two (2) nominally identical samples covering each fortnight. The details of the equipment used on the network can be found the following web page:  
<http://www.npl.co.uk/environmental-measurement/products-and-services/controlled-flow-air-sampler>  
If another method and equipment is proposed, justification on the validity of the method as compliant with the reference method European Standard EN14662-1:2005 is required. Additional justification that the alternative method and equipment will provide data continuity from previous measurements on the network, should be presented to The Agency.
- 3.3.11 Non-automatic sampling is currently carried out for fortnightly periods (fourteen (14) days  $\pm$  one (1) day) onto sorbent tubes, which the network operator will need to provide.

#### **Analysis Requirements**

- 3.3.12 Sealed tubes are dispatched by the Supplier by post to the LSOs in the field, for sampling. Once sampled, the tubes are again sealed by the LSOs and returned for analysis by thermal desorption and gas chromatography in accordance with the reference method. Where analysis is to be subcontracted out, full details of the organisation, their experience and the contractual arrangement to achieve compliance with the DQOs should be provided.
- 3.3.13 Analysis of individual samples onto sorbent tubes is to be undertaken using EN ISO/IEC 17025 accredited procedures and in accordance with the reference method. It would be acceptable



if the analysis laboratory has accreditation for a similar sorbent tube procedure for Benzene. If accreditation is for a similar sorbent tube, then a proposed timescale (expected to be within 1 year) for the additional accreditation of a procedure for the Carboxpack X tube used on the network must be provided. Analysis laboratories need to demonstrate they will participate in Proficiency Testing schemes such as AIR PT (formerly WASP) to demonstrate ongoing competence for relevant analysis of tube samples related to this tender.

3.3.14 Tenderers are recommended to have relevant UKAS or European equivalent accreditation for work conducted under the contract, and that appropriate quality assurance and quality control measures covering both sampling and analysis are in place to ensure confidence in reported data is high, meeting all of the DQOs.

### 3.4 Work Programme 2: Data Transfer and Data Reporting

3.4.1 The Supplier will be responsible for polling data from automated sites as well as the analysis of samples from the non-automatic network.

3.4.2 Data is validated and then ratified and re-issued as outlined below for the

3.4.3 Automatic network:

- Data transfer from automatic sites to the CMCU is accomplished either by remote collection via modem or receipt via e-mail. The data generated at all automatic sites are transferred to the CMCU from the instrument control computer on an hourly basis by file transfer protocol or email.
- Validated (checked provisional) data on all of the compounds measured in the Network including Benzene are issued to the DDU at daily intervals for the preceding day's data to allow publication on the UK Air Data Archive. It would be acceptable to reduce this upload weekly issue to the DDU, but it should provide hourly resolution.
- An example of the format the data should be sent to the DDU is included in Appendix 7.
- The process of data ratification takes up to three (3) months to complete. Data from all compounds monitored (i.e. up to twenty-nine compounds from the three Perkin Elmer instruments) are included in the ratified data on the archive.
- Ratified data, from all the Automatic monitoring sites, should be supplied on a quarterly basis to DEFRA's DDU Supplier who will incorporate the data onto the UK Air Data Archive. This should be carried out no later than four (4) months after the end of the quarterly sampling period.
- Ricardo will ratify data up to the end of the contract (i.e. 31st December 2024, or the further extension option 31st March 2025).

3.4.4 Data is validated and then ratified and re-issued as outlined below for the non-automatic network:



- Analysis of samples from non-automatic sites may be conducted by the Supplier or sub-contracted.

Samples analysed on the non-automatic network are collected fortnightly and analysed. Data is collected as two (2) weekly averages and uploaded to the DDU as quarterly data as well as complete annual mean values at the completion of the year.

- Non-automatic sites supply ratified Benzene concentration data for dissemination to the public via DEFRA's DDU Supplier. The preceding calendar year's data must be finalised by 30th April of the following year and sent to the DDU.

#### 3.4.5 Other reporting of data is required as follows:

The EU AQD 2008 requires Member States to report Benzene measurements and modelling information to the EU within nine (9) months of the end of the first calendar year of monitoring (i.e. by 30th September each year). Suppliers will be required to submit this information in the correct format to DEFRA's DDU Supplier prior to submission to the Commission.

- #### 3.4.6
- Any requirements for information to be provided the UK Air website are to be provided by the Supplier at no extra charge and the Supplier should review the content regarding the hydrocarbon's networks at least once a year to ensure it is still relevant. Any out-of-date text should be reviewed and forwarded to DEFRA's UK Air website Supplier, to keep the website up to date.

- #### 3.4.7
- An estimated program for reporting data for compliance assessment and EMEP data requirements is outlined in Table 1 for the incoming contract, and the Hydrocarbons data provider will engage appropriately with the DDU to meet these requirements. Dates are liable to changes in the interim period and the deadlines will be confirmed with the winning bidder for each year of the contract when the DDU release them. Annex 2 includes reporting requirements for the tenderer linked to Table 1.

- #### 3.4.10
- Level 2 EMEP reporting is a development need within this contract. The Supplier will be required to provide a short plan proposal at no additional cost to The Agency, to propose how to achieve the requirements in Appendix 8. A costed programme should be submitted within 1 year of the commencement of the contract. This update project would require liaison with DEFRA and the DDU if progressed by The Agency. Any additional ad-hoc costs to implement, will need to be requested from The Agency, and are subject to approval and availability of funding.

### 3.5 Work Programme 3: Quality Assurance and Quality Control (QA/QC) Unit responsibilities and deliverables.

- #### 3.5.1
- The non-automatic servicing and on-site audit requirements should include the following work scope:

- PAT Test the sampler (annually)
- Measure the sample flow on arrival
- Check that the sampler switching valve is operating (the sampler counter only runs when its sampling on tube B)
- Replace the bypass flow filter (always required, bypass flow is 3 l/min)
- Check and replace the sample flow filter (sometimes not required, flow is only 10 ml/min)
- Check and replace disposable filter unit if necessary
- Replace sample inlet tubing
- Replace sintered brass silencer on pump if build-up of dust inside



- Position vacuum gauge on the pump to check integrity of pump and replace if it can't achieve -0.6 bar
- Measure and adjust the flow to 10.00ml/min
- Carry out LSO training (annually)
- On completion of audits, provide a UKAS accredited certificate to confirm the sampler flow rates to The Agency.

3.5.2 If alternative servicing for the non-automatic network and on site audit, arrangements are to be provided, Suppliers should technically justify differences whilst demonstrating compliance with the reference standard EN 14662:2015. This should include calculating the requirement for the uncertainty in the calibration of the flow meter to be  $\leq 2\%$ . The flow calibration device for calibrating pump should be traceably calibrated to a primary flow standard, notably important if UKAS or equivalent accreditation of sampler flow rates cannot be provided in the initial tender. An appropriate timescale of a commitment to work towards and achieve UKAS or equivalent accreditation for flow calibrations should be submitted if not already part of your accreditation scope.

3.5.3 The Supplier's Quality Assurance and Quality control process for the Non-Automatic Network shall ensure the uncertainty element Data Quality Objectives are met for "Ratified Data" and the requirements of the relevant CEN Standard EN 14662:2015. The in Appendix 9 for Quality Assurance and Quality Control for monitoring under 2008/50/EC, sets out the expected Quality Assurance and Quality Control requirements for benzene for the non-automatic network in section 5.3, and 6.4, 7.5 and 8.3. Suppliers should technically justify differences.

3.5.4 The Automatic service requirements should include service of the instruments that make up the Perkin Elmer Ozone Precursor Analysers. An overview of the system is show in Appendix 10.

Annual preventative maintenance of the Ozone Pre-cursor Analyser systems includes the following:

- Routine system tests;
- Ring seals and filter disk replacement;
- Cold trap testing and replacement if necessary;
- Leak checks;
- Checks of all gas flows

The Automatic service requirements should include service of the instruments that make up the Perkin Elmer Ozone Precursor Analysers.

i) Hydrogen Generator – Parker Domnick Hunter  
(User guide attached in Appendix 11)

ii) TurboMatrix Thermal Desorber with online sampling  
Accessory

(User guide attached in Appendix 12 - note there is an online sampling accessory added to make this an 'online' version)

iii) Clarus 500 Gas Chromatograph  
(User guide attached in Appendix 13)

iv) Jun Air compressor –



[http://www.jun-air.com/product\\_overview\\_quiet\\_air.aspx](http://www.jun-air.com/product_overview_quiet_air.aspx)

v) Hydrogen Fuel Cylinder with regulator and pressure system

vi) Zero Air Generator Park TOC Model 1250

(<http://labgasgenerators.com/products/parker-toc-gas-generators/model-toc-1250/>)

vii) Lenovo ThinkCentre M83 Windows® 7 (64-bit) computer with Totalchrom software

viii) Calibration Gas cylinder with regulator and pressure system

A diagram of the components are included below:



3.5.5 The Supplier is expected to provide a level of maintenance for the automatic network which are intended to undertake the sampling in accordance with the monitoring requirements of BS EN 14662-3:2005. There is no data quality objective specified in the AQD 2008 for the other VOC compounds, but these are expected to achieve at least 50% as a mean average of the 29 ozone precursors measured. For Benzene on the automatic samplers the maintenance should target achieving data capture in accordance with the DQOs of 90%. The Agency note that the complexities of the sampler will make achieving Benzene DQO's on the Automatic sampler, (while providing value for money) challenging. The Agency is expected to be updated within 5 working days that put at risk the data capture objectives on automatic benzene samplers. The current Perkin Elmer Ozone Precursor Analysers samplers are not part of the subsequent MCERTS testing programme and there is no current plans to upgrade the automatic equipment used on the network.

3.5.6 The 2011 Implementing Provisions Regulations (EC, 2011) should be applied to calculating automatic data capture requirements, and for the automatic network, this requires data capture to be calculated based on the number of valid data points in the year, including data below the limit of detection, recorded as half that of the limit.

- 3.5.7 The Automatic QAQC requirements will be undertaken in accordance with the document in Appendix 9. This sets out the current expected Quality Assurance and Quality Control requirements for benzene in section 5.2, 6.3, 7.4 and 8.2. The QAQC process shall ensure the data verification and ratification of network data uploaded on UK air, meets the requirements of the reference standard.
- 3.5.8 The upload of "Ratified Data" to UK air should followed robust quality assurance procedures and align for Benzene with the relevant CEN Standard. The document uploaded onto Appendix 9 sets out the expected Quality Assurance and Quality Control expectations and tenderers would be expected to justify any differences in their own responses whilst demonstrating compliance with the Directive.
- 3.5.9 The Supplier will provide calibrations gases for all of the sites in the Automatic Network. These cylinders are estimated to last between eighteen (18) – twenty-four (24) months. The Supplier should supply all sites with calibration gas mixtures for those species monitored. Concentrations will be determined by reference to National Standards, see Annex 5 for more details of the gases required.
- 3.5.10 Supply ratified pollution concentration data on a quarterly basis on all of the compounds measured in the Automatic and non-Automatic Networks but particularly Benzene (from both networks), for dissemination to the public via the UK Air Data Archive. Data will be provided to DEFRA's nominated DDU Supplier. All data should be auditable if required by The Agency, DEFRA or the DA's.
- 3.5.11 Data collected on both the automatic and non-automatic networks should be securely backed up to minimise risks of data loss.
- 3.5.12 Suppliers must provide their own facility to undertake QA/QC without the following software currently used on the network, as the incumbent Supplier holds in proprietary rights.

<b>Software</b>	<b>Purpose</b>	<b>Non- Automatic or Automatic</b>
Matchfinder	Chromatographic peak identification – automatically assign peaks to raw chromatograms	Automatic -
Modus	View / scale and ratify data	Automatic
QAQC audit sheet	Recording information from QA/QC audits at monitoring stations	Automatic and non-automatic
Non-Auto Data Ratification Spreadsheet	Processing of Non-Automatic Benzene data	Non-Automatic Network
Web based project management for HC contract	Project Management Tool	Automatic and non-automatic

3.5.13 The Supplier will need to provide a quarterly progress report to The Agency to cover:

- i) an operational summary of the networks



- ii) the data capture performance and uncertainty calculations, in accordance with the DQO objectives in the AQD 2008
- iii) sub-contractor management performance
- iv) data ratification in accordance with stated QA/QC procedures and upload of Data to DDU Supplier within timescales
- v) highlighted project risks and health and safety update
- vi) including asset replacement and maintenance and capital spend requirements.
- vii) Cost saving proposals and the progress made on any addition or integration of new sites. These reports should be linked to invoices and invoices due after the reporting date, will not be paid without the quarterly report.
- viii) KPI performance scoring to be agreed by The Agency.

3.5.14 Annual reports should demonstrate evidence of adherence to QA/QC procedures and plans both in terms of the operation of the networks/instrumentation as well as QA/QC of the data acquisition, management and dissemination (to include all consortium members or subcontractors).

3.5.15 QA/QC plans should be kept under rolling review and regularly evaluated to ensure procedures are fit for purpose. Annual evaluations should be reported in annual reports.

3.5.16 Invoicing will be conducted on a monthly basis, and the invoice will include the Purchase order, month, contract number, The Agency Contact, and qualitative description of the work being done. Clear information on any ad-hoc spend pre-agreed with The Agency should be stated. Invoicing should be within 5 working days of the end of the invoicing month.

3.5.17 Invoicing for capital items or work related to the purchase and installation of these items undertaken on behalf of The Agency for the network will be conducted under separate purchase order numbers raised by The Agency and will be subject to following The Agency's procurement guidelines. An ad hoc £10,000 floating capital budget will be available and will be subject to approval by The Agency.

3.5.18 The Agency will require an electronic copy of all reports. The Supplier will:

- ensure all reports will be available in a suitable format for addition to the UK Air data archive within one (1) month of a final draft been agreed. The draft report should be submitted to The Agency as per the deadline Annex 2.
- provide the annual summary report to The Agency, which should detail the data collected and providing an interpretation of the results with regard to sources, including transboundary pollution and comparisons with previous measurements and emission trends.



- provide a draft final report to be submitted two (2) months before the end of the contract containing all the data obtained including an assessment of likely sources, transboundary fluxes and comparisons with previous measurements and emission trends. The report will contain a discussion of the results and recommendations, if appropriate, for further work.
- provide automatic and non-automatic benzene annual mean and raw data and other relevant information to DEFRA's appointed DDU Supplier for the purposes of e-reporting to the for-compliance assessment with respect to the AQD 2008 or future replacement legislation.
- provide automatic ozone precursor data to DEFRA (or other appointed organisations) for the preparation of e-reporting for the AQD 2008.
- provide data to DEFRA on request for input into the Air Quality Strategy and the EU AQD 2008 or other initiatives related to the contract as required.
- provide detailed technical description of the operation of the network will be sent to The Agency's Nominated Officer nine (9) months prior to the end of the contract.

3.5.19 All annual and final reports will be made publicly available on DEFRA's UK Air website (<http://uk-air.defra.gov.uk/>). Suppliers will provide an electronic version of each report for loading onto the Reports Database.

3.5.20 The reporting requirements and expected scheduling for the tenderer is provided in Annex 2.

4

#### **Governance / Contract Management**

- 4.1.1 The Supplier will be managed by a Contract Officer within The Agency who will be responsible for the day-to-day management of the Contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for The Agency, with an alternative contact arrangement. Quarterly review meetings will be held to review progress of the Contract and to discuss any issues that arise. It will be at the discretion of The Agency as to how and where these meetings will take place, but it is expected they will be via a Telecomm.
- 4.1.2 The Contract will be managed in accordance with The Agency Terms and Conditions.
- 4.1.3 Exit management of the Contract will be delivered via an updated Exit Management plan to be dynamically updated during the period of forthcoming procurement.

5

#### **Programme of Work and Milestones**

- 5.1.1 Tenderers are invited to propose a work programme designed to meet the above objectives, requirements and timetable. Tenders should include a time schedule for the work that identifies the main stages, tasks and key milestones – these will then be used to monitor progress.
- 5.1.3 In order to illustrate the Agency's requirements the following should form the basic standard for KPIs:

6

#### **Sustainability**



We are committed to improving the environmental impact of our own operations and that of our Suppliers and wider supply chain, through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

We have an environmental management system (EMS) that is certified to ISO14001:2015 standards which incorporates our procurement and supply chain activities. As part of our EMS, we take a full lifecycle approach to the identification and management of the significant environmental risks and opportunities.

Our Suppliers have a significant part to play in helping us achieve our commitment to reduce our total environmental impact. As such we expect our Suppliers to adopt a similar approach to the lifecycle identification, assessment and management of environmental risks and opportunities associated with the delivery of this framework. They will reduce the environmental impact of this framework over its full lifecycle in addition to realising any environmental benefits that may exist without compromising the operational specification and performance objectives. This includes considering and reducing those impacts that lie outside of your direct operation and impact on both of us as a customer and on your supply chain.

The Supplier will be responsible for disposing of any waste generated during the delivery and installation of the equipment. All waste must be removed from site and disposed of in compliance with all relevant legislation and follow the waste hierarchy. We reserve the right to check compliance with this at any stage during the duration of the framework agreement. This extends to any subcontractors or waste disposal partners that may be used.

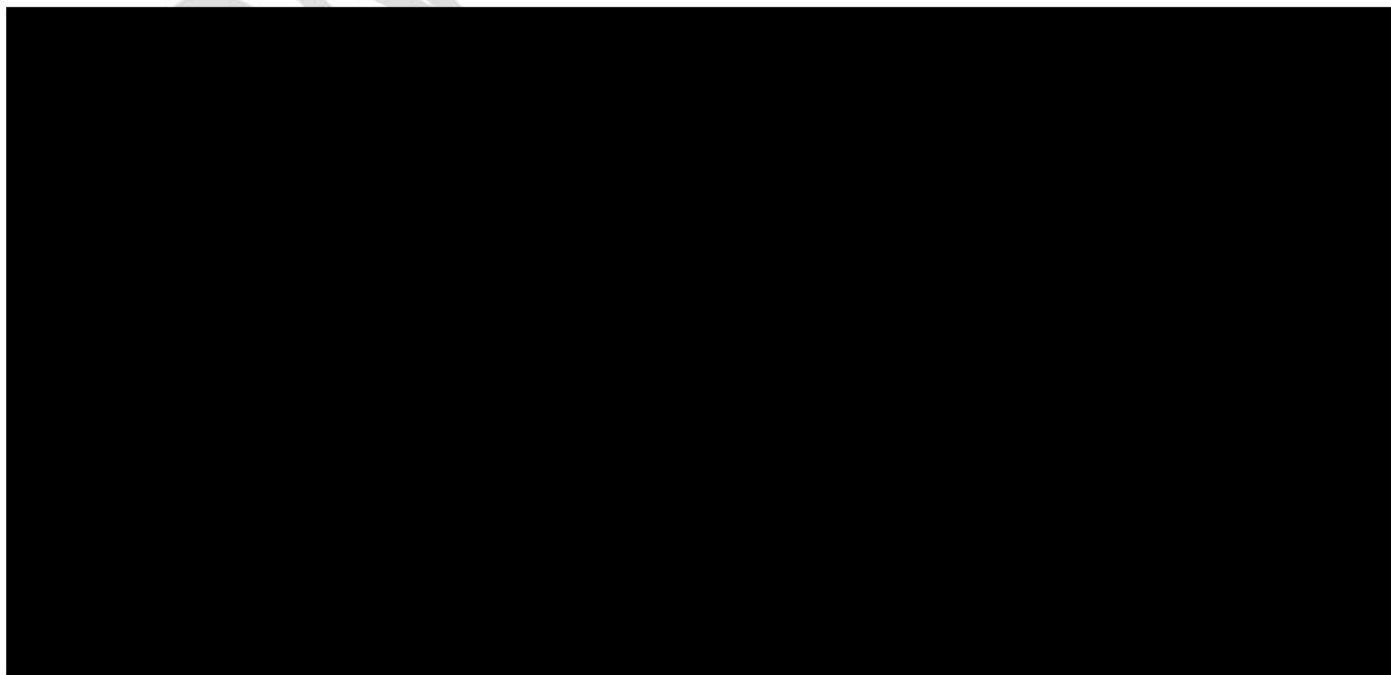
We encourage the sharing of information, innovation and best practice that will help us to achieve continuous improvement and improvement in environmental performance in the delivery of this Contract.

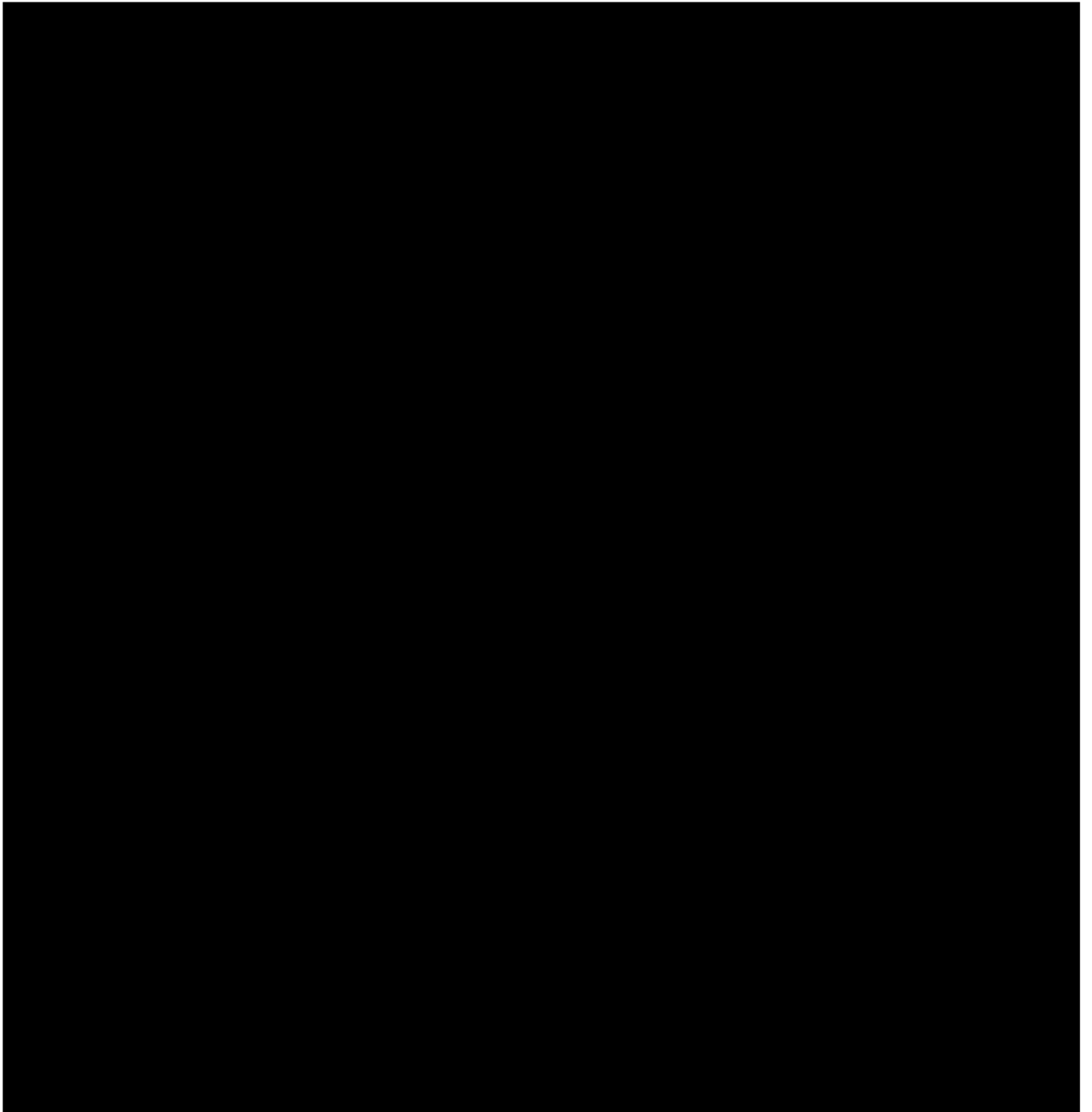
## **7 Service Levels and Key Performance Indicators**

### **7.1.1 Rationale**

7.1.1.1 KPIs are essential in order to align Supplier performance with the requirements of The Agency and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

7.1.1.2 The Agency indicate below a table of the KPI and the incentive and sanctions from the KPI table proposed. KPI measurements will be averaged and divided by 3 each quarter, to find the mean average, rounded to the nearest decimal.





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Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1- 3 scale)		
				1- BELOW EXPECTATIONS	2 At Expectations	3 – Exceeds Expectations
Contract Management	KPI 1 – Risk Flagging, reports and invoices	<p>Invoices to be produced within five (5) working days of the end of each month or as agreed in writing with The Agency.</p> <p>Invoices and associated quarterly report should be clearly linked.</p> <p>Invoices for capital items and associated works, will be provided separately under individual Purchase Order.</p> <p>Draft Annual reports to be produced by the end of June each year.</p> <p>Project risks to be flagged and mitigation actions suggested, Within 5 days of their occurrence.</p>	<p>Invoices will quote the correct PO, contract number, the Authority Contact, and qualitative description of the work being done. Associated report should be clearly and explicitly linked to invoices to help financial tracking.</p> <p>Details to be agreed at the inception meeting.</p> <p>Ad hoc work and invoicing of ad hoc work must be agreed in writing with the authority in advance.</p> <p>Detailed report to be clear and thorough, requiring minimal involvement from the Authority. The Agency's Contract Officer.</p>	<p>Invoices are over 1-2 days late.</p> <p>Capital invoices not separated.</p> <p>Ad hoc costs charged without agreement of The Agency.</p> <p>No Quarterly Reports</p> <p>Annual report delivered late</p> <p>Key project risks not flagged to Contract officer or flagged late</p>	<p>Invoices are on time</p> <p>Quarterly Reporting adequate but missing some information</p> <p>Invoices adequate but missing 1 item off the KPI measurement</p> <p>Annual report on time - less than 20 amendments required.</p> <p>Project risks highlighted 3-5 days.</p>	<p>Invoices are on time and meet all requirements</p> <p>Capital invoices generated separately.</p> <p>Ad hoc costs agreed in advance and tracked by the Supplier</p> <p>Reports and invoices well itemised and clearly linked</p> <p>Report well written - less than 20 changes required.</p> <p>Project risk flagged within 1 - 2 days.</p>

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1- 3 scale)		
				1- BELOW EXPECTATIONS	2 At Expectations	3 – Exceeds Expectations
Contract Management	<b>KPI 2 – Prompt responses to Queries</b>	PM and/or team members to respond to ad hoc queries and requests promptly and positively, with clear and accurate tracking of ad hoc work	Response times to ad hoc queries to be agreed at inception meeting.	Response times – 2 weeks later than enquiry or agreed deadline.	Responses only 1 -2 days later than agreed	Responses always on time
Quality	<b>KPI 3 – Data capture and data provision</b>	Data capture statistics and data upload and ratification times and delivery.	<p>Data capture will meet requirements stated in the specification and data will be reviewed and ratified and provided to DDU by the end of each quarter (in arrears). Additional analysis and interpretation and relating this to policy needs in the report.</p> <p>Data capture that does not meet the DQO but is fully justified by the Supplier as reasonably beyond their control.</p>	<p>Mean data capture less than 90% on the non-automatic network.</p> <p>Data upload and ratification submitted late to UK AIR.</p> <p>Data capture &lt;50% non-automatic network components as a mean average of the 29 precursors</p>	<p>Data Capture targets met but only achieving 90% - 95% as a mean average for Benzene</p> <p>Individual sites below 90% on non-automatic network but justification presented.</p> <p>Data capture 50% – 70% on the Automatic network as a mean average of</p>	<p>Data capture achieving 95%– 100% as a mean average for Benzene.</p> <p>Data Capture &gt;70% automatic networks as a mean average of the 29 components.</p> <p>No non-automatic sites below 90% data capture for benzene.</p> <p>Data upload and ratification</p>



Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1- 3 scale)		
				1- BELOW EXPECTATIONS	2 At Expectations	3 – Exceeds Expectations
				Annual Measurement Uncertainty greater than 25% in the DQO for measured data, or not calculated correctly	the 29 precursors  Data upload and ratification occurs on time but only 48hrs before UK Air deadline.  Annual measurement uncertainty calculated at 20 - 25% uncertainty which in the DQO	deadlines on time and 2 days in advance of deadline.  Annual Measurement uncertainty <20% which meets the DQO

### **Specification Documents - List of Annexes**

**Annex 1** – List and Maps of Zones and Agglomerations in the UK.

**Annex 2** – Timetable of reporting requirements.

**Annex 3** – Automatic Network – List of sites recent annual mean Benzene and 1, 3 - butadiene concentrations, and data capture for all hydrocarbons for 2013.

**Annex 4** – Non-Automatic Network – List of all sites

**Annex 5** – Automatic Network – Technical site information.

**Annex 6** – Asset Register

**Annex 7** – Background policy context

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### Annex 1: Zones and Agglomerations in the UK

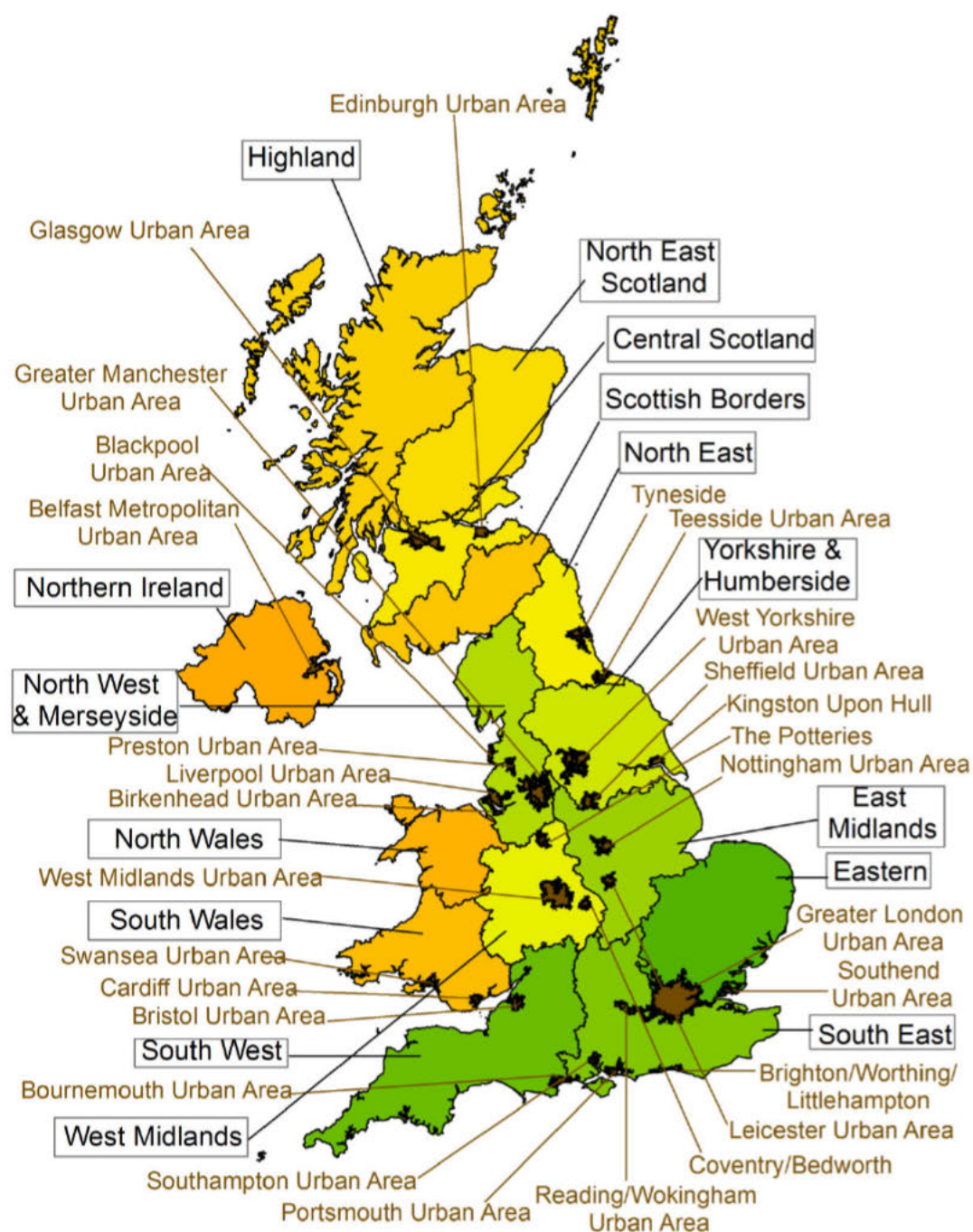
For the purpose of assessment against the AQD 2008, the UK has been divided into forty-three (43) zones and agglomerations comprising fifteen (15) non-agglomeration zones and twenty-eight (28) agglomeration zones. The fifteen (15) zones are based on official government office boundaries within England and boundaries provided or authorised by the relevant offices within Scotland, Wales and Northern Ireland. The further twenty-eight (28) agglomeration zones (areas of urban population > 250,000) have also been agreed based on DEFRA's GIS information for England and Wales, localities information in Scotland and CORINE land cover information within Northern Ireland. Greater London has been defined as both a zone and an agglomeration. This is the result of a specific government office region being assigned to this area and the urban population exceeding 250,000. For the purpose of the assessment Greater London has been treated as an agglomeration zone only, as the area of the London agglomeration exceeds that of the government office region.

**Table 1. UK Zones and Agglomerations**

<b>Agglomerations (28)</b>	<b>Zones (15)</b>
Greater London Urban Area	Eastern
West Midlands Urban Area	South West
Greater Manchester Urban Area	South East
West Yorkshire Urban Area	East Midlands
Tyneside	North West & Merseyside
Liverpool Urban Area	Yorkshire & Humberside
Sheffield Urban Area	West Midlands
Nottingham Urban Area	North East
Bristol Urban Area	Central Scotland
Brighton/Worthing/Littlehampton	North East Scotland
Leicester Urban Area	Highland
Portsmouth Urban Area	Scottish Borders
Teesside Urban Area	South Wales
The Potteries	North Wales
Bournemouth Urban Area	Northern Ireland
Reading/Wokingham Urban Area	
Coventry/Bedworth	
Kingston upon Hull	
Southampton Urban Area	
Birkenhead Urban Area	
Southend Urban Area	
Blackpool Urban Area	
Preston Urban Area	
Glasgow Urban Area	

Agglomerations (28)	Zones (15)
Edinburgh Urban Area	
Cardiff Urban Area	
Swansea Urban Area	
Belfast Urban Area	

**Figure 1.** UK zones (black) and agglomerations (red) in 2008 Greater London is both an agglomeration and a zone, but is shown as an agglomeration here (reproduced from AEA/ENV/R/2243, 07)





## Annex 2: Automatic Hydrocarbon Monitoring Network Sites

**Table 1.** Current Site Automatic Hydrocarbon Monitoring Site Information

EOI_code	UK-AIR_ID	Station_name	EMEP	Start Date	Latitude	Longitude	Altitude	Area Type
GB0048R	UKA00451	<a href="#">Auchencorth Moss</a>	yes	04/09/2006	55.79216	-3.2429	260	Rural Background
GB0105R	UKA00614	<a href="#">Chilbolton Observatory</a>	yes	01/01/1995	51.14962	-1.43823	78	Rural Background
GB0682A	UKA00315	<a href="#">London Marylebone Road</a>	no	01/09/1997	51.52253	-0.15461	35	Urban Traffic

Further details on these sites can be found on the UK Air website: <http://uk-air.gov.uk/interactive-map> or by clicking the hyperlinks in the table.

**Table 2.** Annual Mean Concentrations Benzene and 1, 3-butadiene for 2015\*

Site	Pollutant	Annual Mean ( $\mu\text{g}/\text{m}^3$ )	Maximum ( $\mu\text{g}/\text{m}^3$ )	Data capture (%)
Harwell (this site is now closed and replaced with Chilbolton)	Benzene	0.32	1.6	86
	1,3-	0.066	0.22	86
London Marylebone Road	Benzene	1.0	5.4	78
	1,3-	0.029	0.49	78
Auchencorth Moss	Benzene	0.15	1.4	38
	1,3-	0.014	0.43	41
	1,3-	0.066	0.88	87

### Annex 3: Non- Automatic Hydrocarbon Monitoring Network Sites

#### List of Sites

Site No.	EOI Code	UK-AIR_ID	Station Name	Start Date	Latitude	Longitude	Altitude	Site Type
1	GB0681A	UKA00353	Barnsley Gawber	02/08/2002	53.56292	-1.51044	100	Urban
2	GB0647A	UKA00306	Bath Roadside	03/01/2008	51.39113	-2.35416	27	Urban
3	GB0567A	UKA00212	Belfast Centre	07/05/2002	54.59965	-5.92883	10	Urban
4	TBC	TBC	Birmingham Ladywood near Nelson Primary School	TBC	TBC	TBC	TBC	Urban
5	GB1067A	UKA00626	Birmingham A4540 Roadside	06/09/2016	52.476090	-1.875024	109	Urban
6	GB1040A	UKA00598	Bury Whitefield Roadside	11/07/2014	53.55903	-2.29377	70	Urban
7	GB0726A	UKA00396	Cambridge Roadside	03/01/2008	52.20237	0.124456	19	Urban
8	GB0636A	UKA00259	Camden Kerbside	03/01/2008	51.54421	-0.17527	50	Urban
9	GB0925A	UKA00526	Carlisle Roadside	09/04/2008	54.89483	-2.94531	11	Urban
10	GB1007A	UKA00553	Chatham Roadside	25/03/2010	51.37426	0.54797	80	Urban
11	GB0928A	UKA00529	Chesterfield Roadside	04/06/2008	53.23172	-1.45694	96	Urban
12	GB0657A	UKA00336	Glasgow Kerbside	18/08/2010	55.85917	-4.25889	10	Urban
13	GB0735A	UKA00420	Grangemouth	06/03/2002	56.01032	-3.7044	4	Urban
14	GB0637A	UKA00260	Haringey Roadside	22/03/2002	51.5993	-0.06822	10	Urban



Site No.	EOI Code	UK-AIR_ID	Station Name	Start Date	Latitude	Longitude	Altitude	Site Type
15	GB0643A	UKA00265	Leamington Spa	27/06/2002	52.28881	-1.53312	175	Urban
16	GB0584A	UKA00222	Leeds Centre	26/02/2002	53.80378	-1.54647	78	Urban
17	GB0777A	UKA00247	Liverpool Speke	25/04/2003	53.34633	-2.84433	26	Urban
18	GB0566A	UKA00211	London Bloomsbury	28/05/2002	51.52229	-0.12589	20	Urban
19	GB0613A	UKA00248	Manchester Piccadilly	20/03/2002	53.48152	-2.23788	45	Urban
20	GB0583A	UKA00220	Middlesbrough	18/02/2002	54.5693	-1.22087	10	Urban
21	GB0568A	UKA00213	Newcastle Centre	05/03/2002	54.97825	-1.61053	45	Urban
22	GB0962A	UKA00380	Newport	31/10/2012	51.6012	-2.97728	24	Urban
23	GB0995A	UKA00549	Norwich Lakenfields	11/11/2009	52.61419	1.301976	36	Urban
24	GB0646A	UKA00274	Nottingham Centre	14/03/2002	52.95473	-1.14645	41	Urban
25	GB0633A	UKA00258	Oxford Centre Roadside	12/03/2002	51.75175	-1.25746	60	Urban
26	GB0920A	UKA00518	Oxford St Ebbes	03/01/2008	51.74481	-1.26028	58	Urban
27	GB0841A	UKA00381	Scunthorpe Town	06/11/2012	53.58634	-0.63681	36	Urban
28	GB1027A	UKA00575	Sheffield Devonshire Green	07/11/2013	53.37862	-1.4781	89	Urban
29	GB0598A	UKA00235	Southampton Centre	18/12/2001	50.90814	-1.39578	7	Urban
30	GB0956A	UKA00535	Stockton-on-Tees Eaglescliffe	30/09/2008	54.51667	-1.35855	29	Urban

Site No.	EOI Code	UK-AIR_ID	Station Name	Start Date	Latitude	Longitude	Altitude	Site Type
31	GB0658A	UKA00337	Stoke-on-Trent Centre	09/05/2002	53.02821	-2.17513	172	Urban
32	GB0624A	UKA00257	Tower Hamlets Roadside	07/11/2012	51.52253	-0.04216	20	Urban
33	GB0918A	UKA00523	York Bootham	05/11/2012	53.96751	-1.08651	15	Urban
33	GB0919A	UKA00524	York Fishergate	03/01/2008	53.95189	-1.07586	16	Urban

\*Birmingham Ladywood is a new Birmingham Background AURN site – new affiliate AURN site nearing completion, start date To be confirmed.

Further details on these sites can be found on the UK Air website: <http://uk-air.gov.uk/interactive-map>

#### Annex 4 - Technical Site Information

Site Name	Auchencorth Moss	Chilbolton Observatory	
County	Midlothian	Hampshire	
Site Type	Rural	Rural	
Monitoring Started	Sep-06	Jan-17	
EMEP	Level 2	Level 2	
Current Rent pa	N/A	N/A	
	GC: Perkin Elmer OPA Analyser	GC: Perkin Elmer OPA Analyser	
	Parker domnick hunter Hydrogen Generator	Parker domnick hunter Hydrogen Generator	
	Parker Zero Air Generator	Parker Zero Air Generator	
	Lenovo PC running TotalChrom	Lenovo PC running TotalChrom	



Site Name	Auchencorth Moss	Chilbolton Observatory		Marylebone Road
	Gas regulator attached to (rented) 40 or 50 litre helium cylinder grade 5.0	Gas regulator attached to (rented) 40 or 50 helium cylinder grade 5.0		Gas regulator attached to (rented) 40 or 50 helium cylinder grade 5.0
	Gas Standard and Low volume Regulator for calibration gases.	Gas Standard and Low volume Regulator for calibration gases		Gas Standard and Low volume Regulator for calibration gases
	High volume flow fan and manifold	High volume flow fan and manifold		High volume flow fan and manifold
Other Details	The instrumentation is housed in a purpose-built enclosure which is also used for a variety of other instruments supporting both the AURN and EMEP.	The instrumentation is housed in a portacabin owned by Science and Technology Facilities Council which is also used for a variety of other instruments supporting both the AURN and EMEP.		The instrumentation is housed in a purpose-built enclosure operated by Kings College London that also contains a number of other pollution monitors on the AURN and other networks.
Other Equipment	One (1) Lenovo PC for data handling and processing. New in 2016. JUN-AIR Compressor.	One (1) Lenovo PC for data handling and processing. New in 2016. JUN-AIR Compressor.	One (1) Lenovo PC for data handling and processing. New in 2016. JUN-AIR Compressor.	One (1) Lenovo PC for data handling and processing. New in 2016. JUN-AIR Compressor.
<b>Consumables</b>				
Carrier gas for GC	Compressed Gas required on Site Carrier Gas = Helium	Compressed Gas required on Site Carrier Gas = Helium	Compressed Gas required on Site Carrier Gas = Helium	Compressed Gas required on Site Carrier Gas = Helium
Others	De-ionised Water required for hydrogen generators	De-ionised Water required for hydrogen generators	De-ionised Water required for hydrogen generators	De-ionised Water required for hydrogen generators
<b>Calibration gases</b>				

Site Name	Auchencorth Moss	Chilbolton Observatory		Marylebone Road
Cylinder Lifespan	All two (2) years			
Gas mixture concentration	Approximately 4 ppb			
Component Gas Mixture	ethane, iso-butane, i-pentane, n-heptane, m-xylene, ethylene, 1-butene, 1-pentene, n-octane, p-xylene, acetylene, trans-2-butene, trans-2-pentene, i-octane, o-xylene, propane, cis-2-butene, isoprene, <b>benzene</b> , 1,3,5-tri methyl benzene, propene, <b>1,3 butadiene</b> , n-hexane, toluene, 1,2,4-tri methyl benzene, n-butane, n-pentane, i-hexane, ethylbenzene, 1,2,3-tri methyl benzene.	ethane, iso-butane, i-pentane, n-heptane, m-xylene, ethylene, 1-butene, 1-pentene, n-octane, p-xylene, Acetylene, trans-2-butene, trans-2-pentene, i-octane, o-xylene, propane, cis-2-butene, isoprene, <b>benzene</b> , 1,3,5-tri methyl benzene, propene, <b>1,3 butadiene</b> , n-hexane, toluene, 1,2,4-tri methyl benzene, n-butane, n-pentane, i-hexane, ethylbenzene, 1,2,3-tri methyl benzene.	ethane, iso-butane, i-pentane, n-heptane, m-xylene, ethylene, 1-butene, 1-pentene, n-octane, p-xylene, Acetylene, trans-2-butene, trans-2-pentene, i-octane, o-xylene, propane, cis-2-butene, isoprene, <b>benzene</b> , 1,3,5-tri methyl benzene, propene, <b>1,3 butadiene</b> , n-hexane, toluene, 1,2,4-tri methyl benzene, n-butane, n-pentane, i-hexane, ethylbenzene, 1,2,3-tri methyl benzene.	ethane, iso-butane, i-pentane, n-heptane, m-xylene, ethylene, 1-butene, 1-pentene, n-octane, p-xylene, Acetylene, trans-2-butene, trans-2-pentene, i-octane, o-xylene, propane, cis-2-butene, isoprene, <b>benzene</b> , 1,3,5-tri methyl benzene, propene, <b>1,3 butadiene</b> , n-hexane, toluene, 1,2,4-tri methyl benzene, n-butane, n-pentane, i-hexane, ethylbenzene, 1,2,3-tri methyl benzene.
Current status (tbc)	tbc Cyl pressure (bar)	tbc Cyl pressure (bar)	tbc Cyl pressure (bar)	tbc Cyl pressure (bar)
Anticipated replacement date	TBC	TBC	TBC	TBC
Columns for the GC				
PLOT Column for lighter compounds (C2-C6). Date last Changed	2013	2017	2017	2015



Site Name	Auchencorth Moss	Chilbolton Observatory		Marylebone Road
PLOT Specification and lifespan	Alumina plot column 50m x 0.32mm inner diameter. Life expectancy approx. five (5) years			
BP1 Column for heavier compounds (C6-C9). Date last Changed	2017	2017	2017	2017
BP1 Specification and lifespan	Methyl silicone column 50m x 0.22mm inner diameter. Life expectancy three (3) years. This isn't fixed and depends on the quality of the chromatography			
ESUs: Current Subcontracted Equipment Support Units (providing maintenance & emergency call outs)				
Supplier	Perkin Elmer	Perkin Elmer	Perkin Elmer	Perkin Elmer
Frequency of Service	Annual	Annual	Annual	Annual
Next Services Due	March 2019	March 2019	March 2019	March 2019
No. of Permitted Call-outs	Unlimited	Unlimited	Unlimited	Unlimited
Notice Required	48Hrs	48Hrs	48Hrs	48Hrs

## Annex 5 – Asset Registers

**Table 1.** Automatic Hydrocarbons Network

EA Asset ID	Contractor	Relevant Contract	Location				Make and Model	Asset Description	Units	Serial no	DIS	RR (yyyy-yy)
			Address	Site Name	x	y						
EA/AH C/01	Ricardo Energy & Environment	UK Hydrocarbon Network	Marylebone Road, London	London Marylebone Road	528126	182015	Perkin Elmer Ozone Precursor Analyser	Analyser system made up of a thermal desorber Turbomatrix, sample pump, Clarus 500 GC, Hydrogen generator, zero air generator, air compressor and control computer	1	650N8022101	01/03/2008	2022 - 2023
EA/AH C/03	Ricardo Energy & Environment	UK Hydrocarbon Network	Near Peebles Road, Penicuik, Midlothian, Scotland	Auchincorth Moss	322166	656128	Perkin Elmer Ozone Precursor Analyser	Analyser system made up of a thermal desorber Turbomatrix, sample pump, Clarus 500 GC, Hydrogen generator, zero air generator, air compressor and control computer	1	650N5021501	31/03/2005	2022 - 2023
EA/AH C/04	Ricardo Energy & Environment	UK Hydrocarbon Network	Cabin C7, Chilbolton Observatory, Drove Road, Stockbridge, Hants, SO20 6BT	Chilbolton Observatory	439394	139077	Perkin Elmer Ozone Precursor Analyser	Analyser system made up of a thermal desorber Turbomatrix, sample pump, Clarus 500 GC, Hydrogen generator, zero air generator, air compressor and control computer	1	650N7021509	31/03/2007	2022 - 2023



EA/AHC/05	Ricardo Energy & Environment	UK Hydrocarbon Network	Near Peebles Road, Penicuik, Midlothian, Scotland	Auchincorth Moss	322166	656128	Domnick Hunter H2 160 ml/min Generator	Hydrogen generator to produce fuel for Clarus 500 GC Flame Ionisation detectors	1	16DHG0102	28/09/2016	2026-27
EA/AHC/06	Ricardo Energy & Environment	UK Hydrocarbon Network	various see EA/AHC/01, EA/AHC/02, EA/AHC/03 and EA/AHC/04 (1 at each site, plus 1 spare)	various	na	na	Lenovo ThinkCentre M83 Windows® 7 (64-bit) computers including totalchrom 6.3.2 and ancillary software(x5)	Windows 7 computer	5	various	11/11/2016	2021-22
EA/AHC/07	Ricardo Energy & Environment	UK Hydrocarbon Network	Marylebone Road, London	London Marylebone Road	528126	182015	TOC1250 AGS TOC Zero air generator	TOC Zero air generator to supply zero air for Perkin Elmer Ozone Precursor analyser	1	TOC12502200177A	27/09/2017	2022-23
EA/AHC/09	Ricardo Energy & Environment	UK Hydrocarbon Network	Cabin C7, Chilbolton Observatory, Drove Road, Stockbridge, Hants, SO20 6BT	Chilbolton Observatory	439394	139077	TOC1250 AGS TOC Zero air generator	TOC Zero air generator to supply zero air for Perkin Elmer Ozone Precursor analyser	1	TOC12502200178A	27/09/2017	2022-23

EA/AH C/10	Ricardo Energy & Environment	UK Hydrocarbon Network	Near Peebles Road, Penicuik, Midlothian, Scotland	Auchincorth Moss	322166	656128	TOC1250 AGS TOC Zero air generator	TOC Zero air generator to supply zero air for Perkin Elmer Ozone Precursor analyser	1	TOC12502200176A	27/09/2017	2022-23
EA/AH C/12	Ricardo Energy & Environment	UK Hydrocarbon Network	Cabin C7, Chilbolton Observatory, Drove Road, Stockbridge, Hants, SO20 6BT	Chilbolton Observatory	439394	139077	Domnick Hunter H2 160 ml/min Generator	Hydrogen generator to produce fuel for Clarus 500 GC Flame Ionisation detectors	1	17DHG0040	27/09/2017	2022-23
EA/AH C/13	Ricardo Energy & Environment	UK Hydrocarbon Network	Marylebone Road, London	London Marylebone Road	528126	182015	Domnick Hunter H2 160 ml/min Generator	Hydrogen generator to produce fuel for Clarus 500 GC Flame Ionisation detectors	1	390743930917001	27/09/2017	2022-23



## ANNEX 6

### Background Policy Context

Historically the European Community (EC) Air Quality Framework Directive (Directive 96/62/EC) set a strategic framework for tackling air quality in a consistent way by setting European wide limit values for twelve air pollutants. The limit values for the specific pollutants were set through a series of four Daughter Directives. The 2<sup>nd</sup> Daughter Directive (Directive 2000/69/EC)<sup>1</sup> is relevant to this contract and came into force in November 2000 and regulations for implementation came into effect on 13th December 2002. This set a limit value for Benzene of 5 µg/m<sup>3</sup> (1.54 ppb) as an annual mean to be achieved by 1<sup>st</sup> January 2010. The EC Air Quality Framework Directive did not include 1, 3-butadiene.

The Framework Directive and the first three (3) daughter directives were reviewed and replaced by the EU Ambient Air Quality Directive (2008/50/EC)<sup>2</sup>. This was published in June 2008. In order to adopt a common approach to the assessment of ambient air quality, 2008/50/EC requires that account should be taken of the size of populations and ecosystems exposed to air pollution. The UK was therefore classified into zones and agglomerations (urban areas with >250,000 inhabitants) reflecting the population density. Further detail has been provided on these in Annex 1.

The AQD 2008 sets out:

- requirements for the location of monitoring sites within the above referenced geographical 'non-agglomeration zones' and urban 'agglomeration zones';
- reference methods for monitoring;
- upper and lower assessment thresholds at which different monitoring requirements apply;
- data capture requirements; and
- data quality objective requirements.

Data capture and data quality objective requirements are detailed in the AQD, and reporting requirements are detailed in IPR (2011/850/EU)<sup>3</sup> and associated Guidance documents which can be found on the EU Air Quality Portal<sup>4</sup>.

2008/50/EC also recommends the measurement of thirty (30) ozone precursors and non-methane hydrocarbons at one (1) site in each member state. The London Eltham (suburban background) site currently non-operational was established to meet this objective using a sampling method capable of capturing 29 of the ozone precursor compounds. The method used is not capable of measuring formaldehyde because the nafion drying system used removes polar compounds, it is also not capable of measuring non-methane hydrocarbons, there are no other single methods available that will include more of the recommended target analytes.

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<sup>1</sup> <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32000L0069>

<sup>2</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:152:0001:0044:EN:PDF>

<sup>3</sup> <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32011D0850>

<sup>4</sup> <http://www.eionet.europa.eu/aqportal>

	1-Butene	Isoprene	Ethylbenzene
Ethane	Trans-2-pentene	n-Hexane	m + p-Xylene
Ethylene	Cis-2-Butene	i-Hexane	o-Xylene
Acetylene	1,3-Butadiene	n-Heptane	1, 2, 4-Trimethylbenzene
Propane	n-Pentane	n-Octane	1, 2, 3-Trimethylbenzene
Propene	i-Pentane	i-Octane	1, 3, 5-Trimethylbenzene
n-Butane	1-Pentene	Benzene	Formaldehyde
i-Butane	2-Penten	Toluene	Total non-methane hydrocarbons

In addition to AQD, the UK has made a commitment to participate in the European Measurement and Evaluation Programme (EMEP) a scientifically based and policy driven programme under the Convention on Long-range Transboundary Air Pollution (CLRTAP) for international co-operation to solve transboundary air pollution problems. Two (2) of the rural background monitoring stations of the UK Automatic Hydrocarbon Air Quality Network are designated as EMEP level 2 monitoring sites. These stations are located at Auchencorth Moss, Midlothian and Chilbolton Observatory, Hampshire.

The third automatic site is located at Marylebone Road, London, a supersite with extensive compliance and research-based monitoring. See Annex 3 for further details on all sites in the networks.

## UK Policy Context

In the UK, the main atmospheric source of Benzene is the combustion and distribution of petrol, of which it is a minor constituent. It is also formed during the combustion process from aromatics in petrol. From 1 January 2000, EU legislation has required the amount of Benzene in petrol to be below one (1) % by volume.

1,3-Butadiene is a gas at normal temperatures and pressures and trace amounts are present in the atmosphere, deriving mainly from the combustion of petrol and of other materials. Although it is used in industry, such as the production of synthetic rubber for tyres, emissions from motor vehicles is the dominant source.

DEFRA and the DAs have set an objective within the Air Quality Strategy for England, Scotland, Wales and Northern Ireland<sup>5</sup> for Benzene of 16.25 µg/m<sup>3</sup> (5 ppb), as a running annual mean to be achieved by 31st December 2003, based on the standard recommended by the EPAQS. The longer-term objective to be achieved by 31st December 2008 was to reduce the running annual mean to 5 µg/m<sup>3</sup> (1.54 ppb) in England and Wales and to 3.25µg/m<sup>3</sup> (1 ppb) in Scotland and Northern Ireland. The objective for 1, 3-butadiene was 2.25µg/m<sup>3</sup> (1 ppb) measured as a running annual mean to be achieved by the end of 2003.

As levels of 1, 3-butadiene have been consistently lower than the AQS objective for many years and lower than the detection limit for the method used, 1, 3-butadiene is no longer measured on the non-automatic network. Levels of Benzene also meet the AQS LTO but are still required to be monitored under AQD and to ensure levels are maintained near to urban and industrial centres.

This fitness check will look at the performance of the two complementary EU Ambient Air Quality (AAQ) Directives (Directives 2008/50/EC and 2004/107/EC). The findings of the fitness check will be used to inform further reflections on whether the AAQ Directives are fit for purpose and continue to provide the appropriate legislative framework to ensure protection from adverse impacts on, and risks to, human health and the environment.

<sup>5</sup> <http://www.defra.gov.uk/environment/quality/air/airquality/strategy/index.htm>



## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. Are costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

### 3. Rates and Prices

The prices (Charges) are detailed in Annex 4 Tender Submission. Should indexation adjustments be made the relevant Contract Change Note will supersede Annex 4.

### 4. CURRENCY

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

### 5. Variations

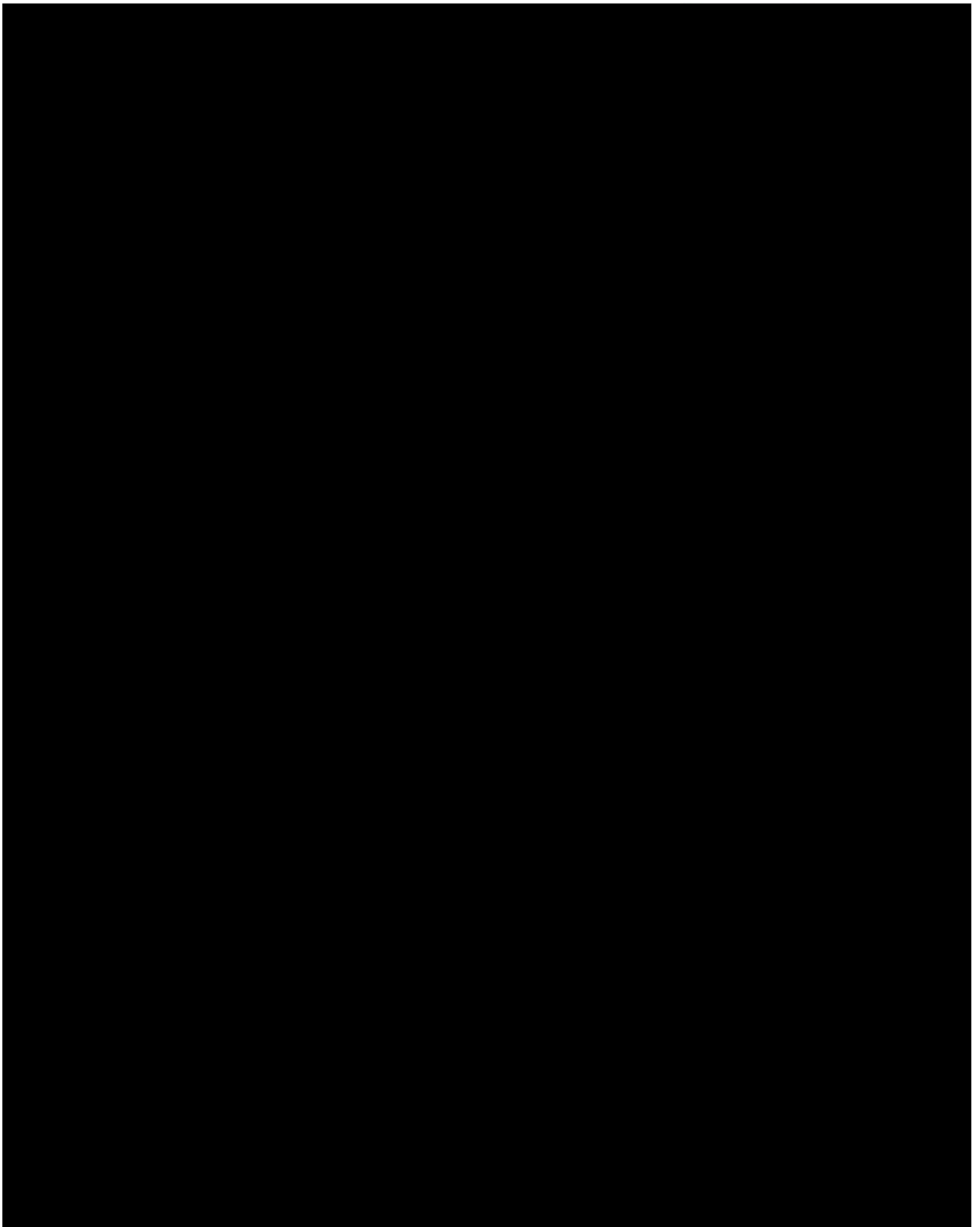
The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

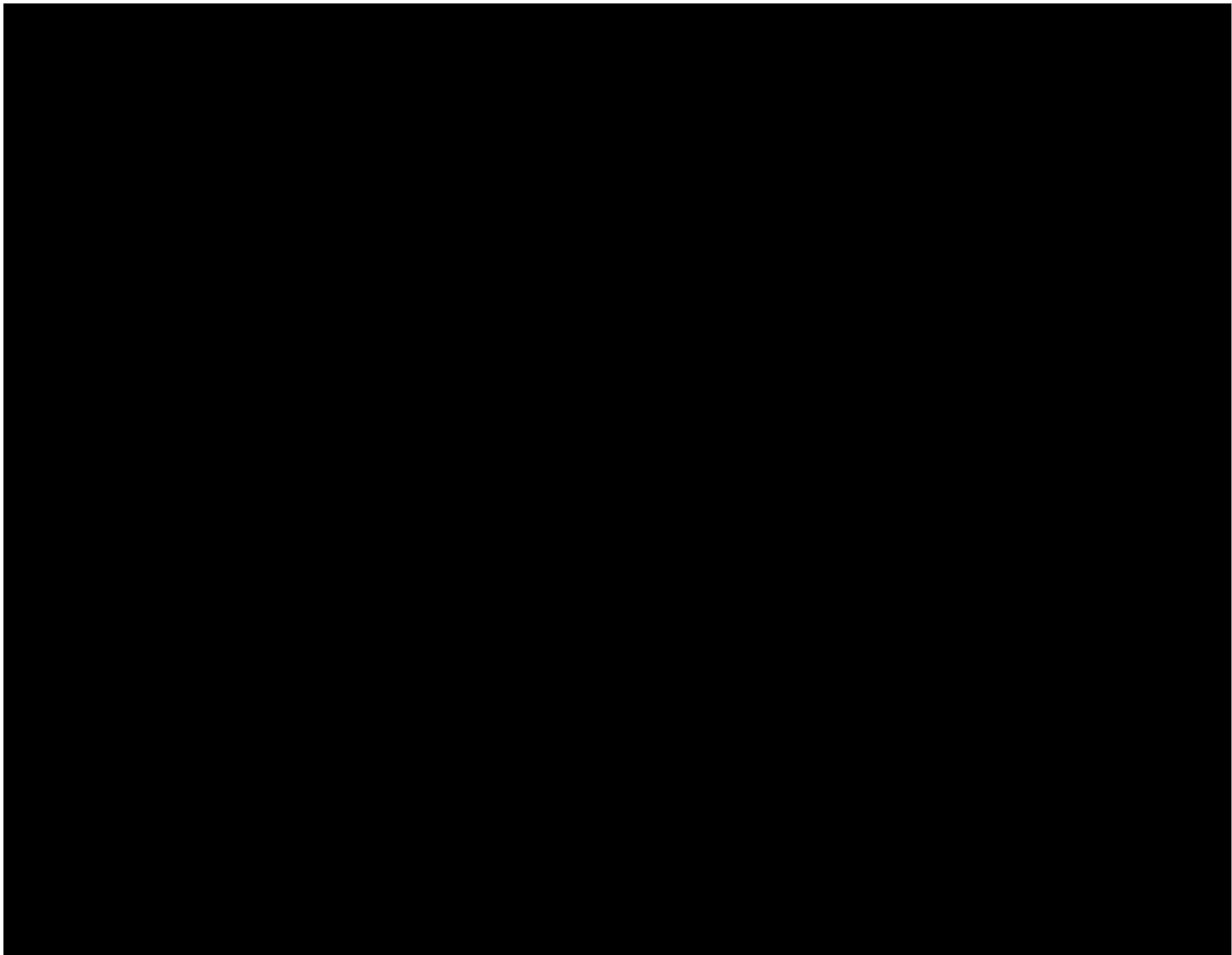
## 6. Electronic Invoicing

- 6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
  - 6.2.1 the date of the invoice;
  - 6.2.2 a unique invoice number;
  - 6.2.3 the period to which the relevant Charge(s) relate;
  - 6.2.4 the correct reference for the Contract
  - 6.2.5 a valid Purchase Order Number;
  - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 6.2.7 a description of the Deliverables;
  - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
  - 6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: **(for EA)** Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 6.4 Invoices submitted electronically will not be processed if:
  - 6.4.1 The electronic submission exceeds 4mb in size
  - 6.4.2 Is not submitted in a PDF formatted document
  - 6.4.3 Multiple invoices are submitted in one PDF formatted document
  - 6.4.4 The formatted PDF is "Password Protected"



## Annex 4 – Tender Submission







## Annex 5 – Sustainability

### 5.1 Sustainability

5.1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.

5.1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).

5.1.3 The Supplier must comply with all legislation as per clause 13.1.

### 5.2 Human Rights

5.2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.

5.2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:

5.2.2.1 pay staff fair wages and

5.2.2.2 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.

### 5.3 Equality, Diversity and Inclusion (EDI)

5.3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

5.3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

5.3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;

- 5.3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 5.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 5.3.3 foster good relations between people who share a protected characteristic and people who do not share it;
- 5.3.4 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 5.3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

## 5.4 Environment

- 5.4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 5.4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
  - 5.4.2.1 resilience to climate change;
  - 5.4.2.2 eliminating and/or reducing embodied carbon;
  - 5.4.2.3 minimising resource consumption and ensuring resources are used efficiently;
  - 5.4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
  - 5.4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
  - 5.4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
  - 5.4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

## 5.5 Social Value

- 5.5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
  - 5.5.2.1 new businesses and entrepreneurs;
  - 5.5.2.2 small and medium enterprises (SMEs);



- 5.5.2.3 voluntary, community and social enterprise (VCSE) organisations;
- 5.5.2.4 mutuals; and
- 5.5.2.5 other underrepresented business groups.

# Short Form Terms

## 1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the <a href="#">authority</a> identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"><li>• Government Department;</li><li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>• Non-Ministerial Department; or</li><li>• Executive Agency;</li></ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.



"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;



"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 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.

### **3. How the Contract works**

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4. What needs to be delivered**

#### **4.1 All Deliverables**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

#### **4.2 Goods clauses**

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.



- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.
- (m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in

connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

### **4.3 Services clauses**

- (a) Late delivery of the Services will be a breach of the Contract.
- (b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

## **5. Pricing and payments**

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
- (b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and
- (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

## 6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:



(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## 7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(a) tell the Authority and give reasons;

(b) propose corrective action;

(c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

(a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or

(b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the

plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## 8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## 9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

## 10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.



10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## 11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest. .

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

## **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

## **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):

- (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
- (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
- (iii) clauses 11.5(d) to 11.5(g) apply.

## **11.7 Partially ending and suspending the Contract**

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:
  - (i) reject the variation; nor
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is 150% the total value of the contract unless specified in the Order Form.

12.2 No Party is liable to the other for:

- (a) any indirect losses;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.



12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

## 14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

## 15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.



15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

## 16. What you must keep confidential

### 16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

### 16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

### 16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

### 16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;



(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## **17. When you can share information**

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

## **18. Invalid parts of the contract**

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## **19. No other terms apply**

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **20. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **21. Circumstances beyond your control**

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

## **22. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **23. Giving up contract rights**

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **24. Transferring responsibilities**

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

## **25. Changing the contract**

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

## **26. How to communicate about the contract**

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) 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 any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:



(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## 28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## 29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

## 30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2 The Supplier agrees:

- (a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact the EA's Nominated Officer through their secure and confidential email address [whistleblowing@environment-agency.gov.uk](mailto:whistleblowing@environment-agency.gov.uk)", and

- (b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy".

## 31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

(c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

(d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Publicity**

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **33. Conflict of interest**

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

## **34. Reporting a breach of the contract**

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

## **35. Resolving disputes**



35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

## 36. Which law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.