

Award Notification: Contract for the supply of Heavy Goods Vehicles and associated trailers on behalf of The Environment Agency

Following your tender for the supply of supply of **Heavy Goods Vehicles** and associated trailers to The Environment Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the Agreement between The Environment Agency as the Authority and Volvo Group UK Limited as the Supplier for the provision of the Goods. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

To be agreed confirmed with the receiver upon placing the orders.

Date of Delivery

To be agreed with receiver upon placing the orders.

Packaging Instructions:

To be confirmed with the receiver.

Additional Delivery Instructions:

To be agreed with the receiver.

- 2. The charges for the Goods shall be as set out in the Supplier's tender dated 25/11/2024.
- 3. The specification of the Goods to be Delivered is as set out in the Supplier's tender dated 25/11/2024.
- 4. The address for notices of the Parties are:



5. The Authority may require the Supplier to ensure that any person employed in the supply of the Goods has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, 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 supply of the Goods.

NEPO224

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Noncompliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to

Liaison

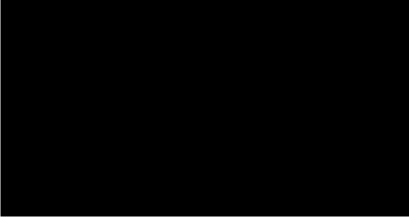
We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Volvo Group UK Limited and within 7 days by 08/01/2025.

Yours faithfully,

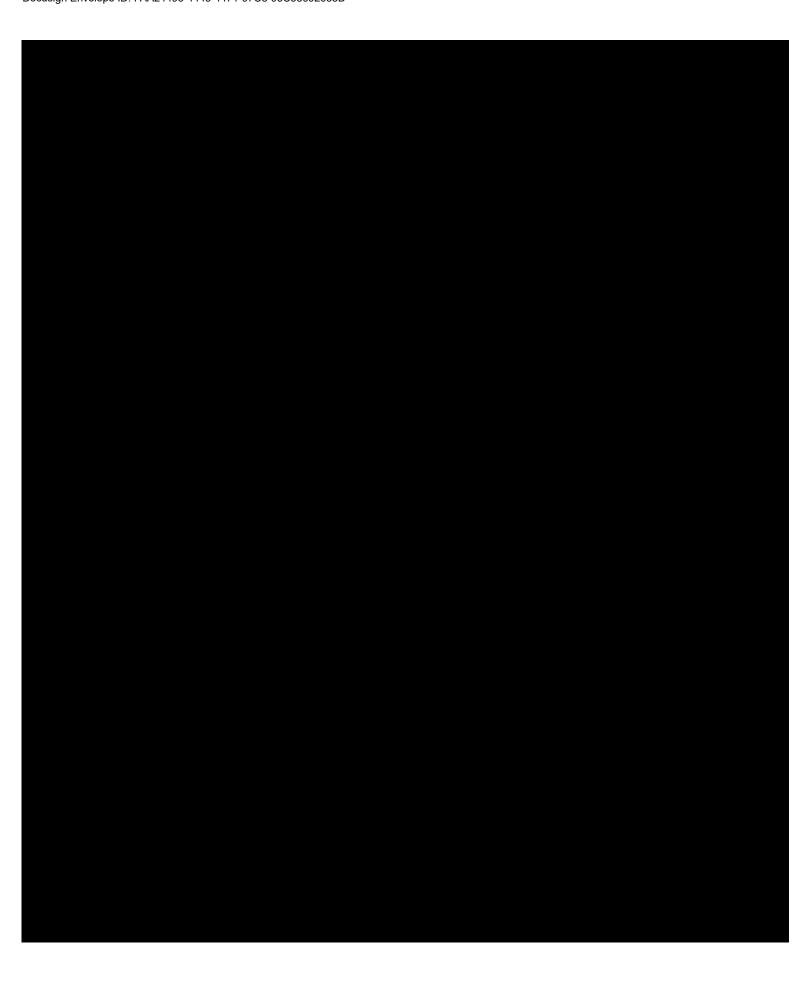
Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.

We accept the terms set out in this Award Letter and the annexed Conditions Signed

for on behalf of the Volvo Group UK Limited (The Supplier)



Signed for on behalf of the Authority



Schedule 4 Terms and Cond Purchase: Lots 1)	itions of Contract for Purchase (Call-Off Contract	-
1. "Parties" to this agreeme	ent:	
1.1. The Environment Ag	gency ("Customer")	

And;

1.2. Volvo Group UK Limited ("Supplier")



2. Definitions

In these terms and conditions:

d conditions:		
means this call-off contract under the Framework between the Customer and the Supplier constituted by the Supplier's acceptance of any Purchase Order issued by the Customer and includes the Purchase Order in its entirety;		
Means the commencement or start of this Agreement for the supply of Vehicles by the Supplier to the Customer. The commencement date is 10/01/2025;		
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 marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;		
have the meaning given in the GDPR;		
means the organisation identified as the Customer in 1.1. A Customer must be a member of The Procurement Partnership Limited's buying club;		
means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;		

"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Subject Access Request"	means 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 the date and time by which the Vehicles must be Delivered to the Customer, as specified in the Purchase Order;
"Deliver"	means the handover of Vehicle(s) to the Customer at the location and on the date and time specified in the Purchase Order. This may also be used in the context of the Customer collecting from the Supplier's location (if applicable). This shall include unloading and any other specific handover arrangements agreed in accordance within a Purchase Order. Delivered and Delivery shall be construed accordingly;
"DPA"	means the Data Protection Act 2018 or any superseding Legislation;
"FOIA"	means the Freedom of Information Act 2000;
"Framework"	means the overarching NEPO and The Procurement Partnership framework agreement (Official Journal of European Union Contract Notice reference 2020/S 244-605891 for supply of heavy goods vehicles under which this Agreement is awarded;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner's Office"	means the United Kingdom's independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/);
"Intellectual Property Rights"	 means a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"Mini- Competition"	means the process of reopening competition under the Framework for the purpose of identifying a Supplier with whom a Purchase Order is to be placed;
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
"PCR 2015"	means the Public Contracts Regulations 2015 (as amended);
"Price"	means the cost of Purchase for a Vehicle or Vehicles from the Supplier, identifiable from the Framework or through MiniCompetition;

"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase"	means the Purchase of Vehicle(s) and any ancillary service from the Supplier;
"Purchase Order"	means a Customer's notification to the Supplier of an order for the Purchase of Vehicle(s). This may be issued by phone, email, facsimile or electronically via a system(s) based interface, this may be a bespoke web-based solution. For the purposes of this Agreement a Purchase Order shall include: a) Customer details, including name, registered address and full contact details b) The required Delivery location; c) The date and time required for Delivery; d) The agreed invoicing schedule; e) The Vehicles(s) required and the volume. The Purchase Order may include: f) A Purchase Order Number or other unique customer reference; g) Any additional specification(s) or requirement(s) that the Customer may reasonably require from the Supplier pursuant to this Agreement; h) A long-term commitment to purchase Vehicles, e.g. for 12 months or longer; Any other necessary information, including additional terms and conditions supplementary to this Agreement;
"Purchase Order Number"	means the Customer's unique number relating to an order for Vehicles to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
"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);

"Service Level"	means any minimum expected Service Levels associated with the supply of Vehicles by the Supplier to the Customer. Typically it is expected that the minimum Service Levels shall be populated by the Customer in the template provided in Schedule 3 from the Framework;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Customer's procedures for the vetting of personnel as provided by the Supplier from time to time;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
"Supplier"	means the person named as Supplier in clause 1.2 of this Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Vehicle"	means any chassis suitable for heavy goods vehicle bodies, any drivetrain conversion (electric, hydrogen or other), and also any heavy goods bodies, including but not limited to tippers, drop side, flat, beavertail, curtain-side, box, Luton, refuse collection, bin lifts and recycling bodies, gritter, snowplough and auger spreaders, tanker, gully emptier, aerial platforms, hook loader, waste containers and any other demountable body systems that may be required, jetter, cranes, mobile library and offices, vehicle and plant recovery, street lighting and highway maintenance bodies. It also means other associated vehicles, extra products, activities and services including spare parts/maintenance to be supplied by the Supplier to the Customer or a third-party as stated on the Purchase Order. It also means other associated activities and services that are likely and reasonable to be required by the Customer;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3. Interpretation

- 3.1. In these terms and conditions, unless the context otherwise requires:
 - 3.1.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
 - 3.1.2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 3.1.3. A reference to a party shall be to a party to this Agreement and the expression parties shall be construed accordingly.
 - 3.1.4. Words in the singular shall include the plural and vice versa.
 - 3.1.5. A reference to one gender shall include a reference to the other genders.
 - 3.1.6. A reference to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
 - 3.1.7. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
 - 3.1.8. A reference to writing or written includes e-mail.
 - 3.1.9. A reference to a clause in any Part shall, unless otherwise expressly provided, be to a clause within that Part.
 - 3.1.10. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4. Duration

4.1. This Agreement begins on the Commencement Date and will continue for a period of 24 months with an option to extend for a further 2 x 12 month periods (48 months total), or until all Vehicles are Delivered, unless otherwise terminated in accordance with the terms of this Agreement, specifically Clause 21.

5. Basis of Agreement

- 5.1. The Purchase Order constitutes an offer by the Customer to Purchase the Vehicles subject to and in accordance with the terms and conditions of this Agreement, the Purchase Order and the Framework.
- 5.2. The Customer in accessing the Framework to place a Purchase Order acknowledges their responsibility to ensure no breach of PCR 2015 or any other relevant statutory obligations.
- 5.3. The Customer by issuing a Purchase Order pursuant to this Agreement agrees that should the Customer breach PCR 2015 or any other statutory obligations, whether

- by intent or otherwise, the Framework and any parties associated with it shall not be held accountable, responsible or liable in any way.
- 5.4. The offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier on receipt by the Customer from the Supplier written notification of acceptance within two (2) working days of the date of the Purchase Order.

6. Purchase of Vehicles

- 6.1. In consideration of the Customer's agreement to pay the Price, the Supplier shall Deliver the Vehicles to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 6.2. In Delivering the Vehicles, the Supplier shall co-operate with the Customer in all matters relating to the supply of the Vehicles and comply with all reasonable Customer instructions.
- 6.3. The Supplier shall provide the Vehicles in accordance with the Purchase Order. The Supplier warrants, represents, undertakes and guarantees that the Vehicles supplied under the Agreement shall:
 - 6.3.1. be free from defects (manifest or latent), in materials and workmanship and remain so for a reasonable duration of use;
 - 6.3.2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement; and
 - 6.3.3. and the Supplier itself shall, comply with all applicable laws.
- 6.4. All vehicles that require conversion/modification Purchased under the Agreement are to be fully VCA compliant as appropriate. It is a condition of this Agreement that all Vehicles are to be type approved prior to Delivery.

7. Customer Responsibilities

- 7.1. The Customer must inspect upon Delivery the Vehicles and any accessories provided before accepting the Vehicles. If the condition of the Vehicles do not meet agreed standards the Supplier must be immediately notified.
- 7.2. If the Supplier has agreed to Deliver the Vehicles at an address provided by the Customer, the Customer will be responsible for the Vehicles from the time the Supplier Delivers the Vehicles, following any agreed inspections.

8. Price, Payment and Recovery of Sums Due

- 8.1. The Price for Vehicles shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the Purchase of Vehicles.
- 8.2. Unless otherwise agreed in writing by the Customer, the Price shall be calculated in accordance with the Framework or the result of a Mini-Competition conducted under the Framework.
- 8.3. Pricing for Vehicles under this Agreement may only vary in accordance with any terms covering price variation stated on the Purchase Order or Mini-Competition documentation.

- 8.3.1. For the avoidance of doubt if the Purchase Order, and/or any MiniCompetition documents are silent on the matters of price variation then the Price shall not be amended or varied by any terms issued by the Supplier unless agreed by the Customer in writing.
- 8.4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Vehicles Purchased.
- 8.5. The Supplier shall invoice the Customer on the basis agreed in the Purchase Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number (if applicable) and a breakdown of the Vehicles Purchased in the invoice period.
- 8.6. The Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and if necessary includes a valid Purchase Order Number.
- 8.7. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 8.6 after a reasonable time has passed.
- 8.8. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of Vehicles unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 21. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 25.
- 8.9. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10. Where the Supplier enters into a sub-contract, the Supplier shall include in that subcontract:
 - 8.10.1. provisions having the same effects as clauses 8.5 to 8.9 of this Agreement; and
 - 8.10.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 8.5 to 8.10 of this Agreement.
 - 8.10.3. In this clause 8.10, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

9. Cancellation

9.1. The Customer shall have the right to cancel a Purchase Order for Vehicle(s), or any part of a Purchase Order which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Price or that part of the Price for Vehicles which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the reasonable costs the Supplier has incurred to fulfil the Purchase Order.

9.1.1. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

10. Delivery

- 10.1. The Supplier shall Deliver the Vehicles to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and time to the address specified in the Purchase Order. Delivery of the Vehicles shall be completed once the completion of Delivery (including any unloading required) at the stated address has taken place and the Customer has signed for the Delivery following handover and inspection.
- 10.2. Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Vehicles shall be provided without acceptance by the Customer of any liability in respect of any actions, claims, costs and expenses incurred by the Supplier or other third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of their subcontractors.
- 10.3. Delivery of Vehicles shall be accompanied by a delivery or collection note which shows the Purchase Order Number (if applicable) and the type and quantity of the Vehicles and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 10.4. Unless otherwise stipulated by the Customer in the Purchase Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 10.5. Where (i) the Supplier fails to Deliver the Vehicles or part of the Vehicles or (ii) the Vehicles or part of the Vehicles do not comply with the requirements of the Purchase Order, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
 - 10.5.1. request the Supplier, free of charge, to deliver suitable substitute Vehicles within the timescales specified by the Customer;
 - 10.5.2. to require the Supplier, replace the rejected Vehicles, or to provide a full refund of the price of the rejected Vehicles (if paid);
 - 10.5.3. to reject the Vehicles (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Vehicles duly returned;
 - 10.5.4. to Purchase the same or similar Vehicles from another supplier and to recover any reasonable expenses incurred in respect of Purchasing the Vehicles from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

11. Ownership and Risk

- 11.1. The Supplier warrants that at the Date of Delivery of any Vehicles(s) it shall have full and unrestricted right, power and authority to supply and deliver those Vehicle(s) to the Customer.
- 11.2. Subject to Clause 11.3, risk in the Vehicles shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of Delivery following inspection and acceptance by the Customer.
 - 11.2.1. Risk in the Vehicles shall remain with the Supplier at all times until Delivery is accepted by the Customer. This includes any occasions when the Vehicles are with an agreed third-party or sub-contractor.
- 11.3. Ownership in the Vehicles shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of final payment.

12. Staff

- 12.1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 12.1.1. refuse admission to the relevant person(s) to the Customer's premises;
 - 12.1.2. direct the Supplier to end the involvement in the supply of Vehicles of the relevant person(s); and/or
 - 12.1.3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

12.2. The Supplier shall:

- 12.2.1. ensure, that if requested, it will comply with the Customer's Staff Vetting Procedures as supplied from time to time; and
- 12.2.2. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

13. Assignment and Sub-Contracting

- 13.1. The Supplier shall not without the written consent, which may not be unreasonably withheld, of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 13.3. The Customer may nominate preferred sub-contractors for use by the Supplier, the Supplier may not unreasonably refuse to use any such nominated sub-contractor.

The Supplier shall be responsible for the acts and omissions of nominated subcontractors as though those acts and omissions were its own.

- 13.3.1. Liability for Vehicles remains the responsibility of the Supplier until Delivery, regardless of whether any sub-contractors are nominated by the Customer and Vehicles are transferred to the nominated sub-contractor for works. This is unless agreed otherwise in writing between the Supplier and any subcontractor, but at no point will the Customer have any liability for Vehicles that have not been Delivered.
- 13.4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

14. Intellectual Property Rights and Indemnity

- 14.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 14.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Purchase or use of Vehicles, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 14.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Vehicles and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

15. Governance and Records

- 15.1. The Supplier shall if required by the Customer:
 - 15.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 15.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.
 - 15.1.3. The Supplier shall keep and maintain until seven (7) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Vehicles Purchased under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access

to those records as may be reasonably requested by the Customer in connection with the Agreement.

16. Confidentiality, Transparency and Publicity

- 16.1.1. Subject to clause 16.2, each Party shall:
- 16.1.2. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 16.1.3. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 16.2. Notwithstanding clause 16.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 16.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 16.2.2. to its auditors or for the purposes of regulatory requirements;
 - 16.2.3. on a confidential basis, to its professional advisers;
 - 16.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 16.2.5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 16.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
 - 16.2.6. where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions: or
 - (d) in accordance with clause 17.
 - and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 16.
- 16.3. The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but

with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 16.4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
- 16.5. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Customer is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Supplier's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

17. Freedom of Information

- 17.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 17.1.1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 17.1.2. transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 17.1.3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 17.1.4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 17.2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Vehicles (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure
- 17.3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Vehicles is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

18. Protection and Security of Data

- 18.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to by the Customer is for the purposes of ensuring Delivery. Changes to processing may not be determined by the Supplier.
- 18.3 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe DPA.
- 18.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 18.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with ensuring Delivery unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (particularly for the purposes of

Delivery);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel 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:
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data:
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.
- 18.6 Subject to clause 18.7 the Supplier shall notify the Customer 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's Office or any

- other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.
- 18.7 The Supplier's obligation to notify under clause 18.6 shall include the provision of further information to the Customer in phases, as details become available.
- 18.8 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under DPA and any complaint, communication or request made under clause 18.6 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 18.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
 - (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 18.10 The Supplier shall allow for audits, (which shall wherever possible be conducted electronically) of its Data Processing activity by the Customer or the Customer's designated auditor.
- 18.11 The Supplier shall designate a data protection officer if required by DPA.

- 18.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
 - (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in Clause 18.1 18.15 of this Agreement such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 18.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 18.14 The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 18.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

19. Liability and Insurance

- 19.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 19.2. Subject always to clause 19.3
 - 19.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Vehicles, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £1,000,000; and
 - 19.2.2. except in the case of claims arising under clauses 14.2 and 24.3, in no event shall either Party be liable to the other Party for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or (f) any indirect, special or consequential loss or damage.
- 19.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 19.3.1. death or personal injury caused by its negligence or that of its Staff;
- 19.3.2. fraud or fraudulent misrepresentation by it or that of its Staff;
- 19.3.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 19.3.4. any other matter which, by law, may not be excluded or limited.
- 19.4. The Supplier's liability under the indemnity in clauses 14.2 and 24.3 shall be unlimited.
- 19.5. The Supplier shall at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance:
 - 19.5.1. Employers liability insurance in accordance with the Employer's Liability (Compulsory Insurance Act) 1969 with a limit of indemnity of not less than ten million pounds (£10,000,000) per claim or series of claims arising out of any one incident;
 - 19.5.2. Public liability with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising from one event;
 - 19.5.3. (Product liability) with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising from one event.

20. Force Majeure

- 20.1. If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.
- 20.2. For the purposes of this Clause 20 the circumstances below are events of Force Majeure:
 - 20.2.1. explosion;
 - 20.2.2. war;
 - 20.2.3. civil disorder;
 - 20.2.4. fire or flood;
 - 20.2.5. actual or threatened terrorist attack;
 - 20.2.6. epidemic or pandemic; or
 - 20.2.7. acts or legislation passed by central Government that may impact the validity of any aspect of this Agreement.

21. Termination

21.1. The Customer reserves the right to terminate this Agreement immediately in the following circumstances:

- 21.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or
- 21.1.2. The Customer becomes aware of a serious infringement of the obligations under PCR 2015, in particular:
 - 21.1.2.1. This Agreement has been awarded following a substantial modification from the nature and intent of the Framework, to the extent that a new procurement procedure should have been conducted;
 - 21.1.2.2. The Supplier has, at the time of award of this Agreement been in one of the situations referred to in the PCR 2015 regulation 57 and should have therefore been excluded from being awarded this Agreement, unless suitable evidence was provided in accordance with 'self-cleaning' (regulation 57 clauses 13 17)
- 21.1.3. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 21.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- 21.1.5. the Supplier ceases, or threatens to cease, to carry on business; or
- 21.1.6. the Customer reasonably apprehends that any of the events in Clauses 21.1.3 to 21.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- 21.1.7. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or
- 21.1.8. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.
- 21.2. Either the Customer or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days notice is given.

22. Consequences Of Termination

- 22.1. Termination shall be without prejudice to the rights and remedies of the Supplier and the Customer accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.
- 22.2. All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.
- 22.3. Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.

22.4. Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of termination or expiry of the Agreement or such other date as required.

23. Compliance

23.1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

23.2. The Supplier shall:

- 23.2.1. comply shall comply with all applicable health and safety Legislation in force;
- 23.2.2. comply with the reasonable requirements of the Customer's security arrangements;
- 23.2.3. comply with all the Customer's health and safety measures;
- 23.2.4. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
- 23.2.5. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
- 23.2.6. take all reasonable steps to secure the observance of clause 23.2.5 by all Staff;
- 23.2.7. provide Vehicles in accordance with the Customer's environmental policy as provided from time to time.
- 23.3. The Vehicles are to be provided in accordance with any instructions specified in the Purchase Order and in compliance with any and all relevant statutory requirements. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 23.

24. Prevention of Fraud and Corruption

- 24.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 24.2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 24.3. If the Supplier or the Staff engages in conduct prohibited by clause 24.1 or commits fraud in relation to the Agreement or any other contract under the Framework (including the Customer) the Customer may:
 - 24.3.1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of Vehicles and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 24.3.2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

25. Dispute Resolution

- 25.1. If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Customer and a senior representative of the Supplier for resolution.
- 25.2. If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 25.1 (or such longer period as the Customer and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure 2001 (the "model Procedure") or such later edition as may be in force from time to time.
- 25.3. To initiate a mediation a Party must give notice in writing (the "ADR notice") to the other Party requesting a mediation in accordance with this Clause 25 The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.
- 25.4. If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

26. General

- 26.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 26.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 26.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 26.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated

- into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 26.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 26.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 26.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

27. Notices

- 27.1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 27.3, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 27.2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 27.3. Notices under clauses 20 (Force Majeure) and 21 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 27.1.

28. Governing Law and Jurisdiction

28.1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 1 - Specification

General operational requirements

This specification set outs the requirements surrounding the Environment Agency's requirements for the specifications in this contract.

Standards and Principles The

products supplied must:

- Meet industry quality standards
- Meet all statutory and legislative requirements
- Be manufactured to the agreed specification as above
- Offer exemplary features ensuring the safety of operators and the public

Our evaluation process is intended to identify best practice and quality in these areas to achieve Value for Money (VFM).

We intend to award this contract to up to two supplier(s), awarding one supplier per lot. One supplier can win both of the lots. The supplier(s) may have sub-contractors to fulfil the orders, however the successful supplier(s) will be solely responsible for the delivery and all contract management under this tender including, but not limited to, ensuring the specification is fulfilled. The supplier will be responsible for all communication and escalation through the supply chain, including but not limited to the manufacturer.

It is our ambition that a proportion of the initial order should be delivered and invoiced where possible, by 31st March 2025 (subject to inspection). This does not include the building of bodies or the installation of ancillaries.

We expect stock chassis and standard "off the shelf" bodies may be suitable for some, but not all, of our requirements.

The Buyer requires the following mandatory safety and compliance standards:

- In general, when providing equipment to THE BUYER, the supplier(s) need to:
- Meet statutory and essential requirements set out in the tender
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity.
- Mark the product for traceability.
- All equipment and ancillary items must meet with all applicable standards and legislation, including, but not limited to:
 - o UKCA marking Supplied with a Declaration of Conformity from the manufacturer or their representatives. Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.

- Provision and Use of Work Equipment Regulations (PUWER) ○
 Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) ○
 Road Vehicles (Construction and Use) Regulations 1986
- Operator and public safety must be considered paramount when designing and constructing vehicles and trailers.
- Conversion and fitment of ancillaries must be carried out in line with be Original Equipment Manufacturers (OEM) design specifications.
- Operators' manuals for the vehicle and all ancillaries must be supplied in paper and electronic formats to include supplementary information on any additional equipment fitted. All manuals and signage supplied must be in English.
- All safety/warning/information labels must be in place and in English. Controls must be clearly marked.
- Safe access must be provided enabling operator to refuel, conduct routine maintenance, secure loads and store ancillary equipment.
- Adequate storage must be provided for the storage of lifting, fall arrest and load securing equipment.
- All external fuel caps, covers and storage must be secured by key or other locking device.
- Ignition and isolation controls must be accessible to the operator.
- Biodegradable hydraulic oil meeting the buyer's specification must be used.

Future requirements

Whilst this procurement covers the purchase of an initial 9 HGVs and associated trailers, other HGVs, trailers, ancillary items, attachments, design services, professional advice, consultancy and refurbishment services may be required under this contract in the future.

During the course of this contract, we may choose to purchase Battery Electric Vehicles (BEVs) through it.

There is currently no budget or business approval for these beyond the above stated and any future requirements will be discussed with the successful supplier(s).

Attachments and Ancillaries

Attachments and ancillaries as listed in the technical specification(s) (appendices 3-13) must be supplied with a manufacturers certificate of conformity and be UKCA marked. The successful supplier(s) are wholly responsible for ensuring the compatibility of any attachments and ancillaries with each other and the base chassis. All attachments and

ancillaries must be tested and fully functional prior to delivery. Evidence must be submitted and approved as, part of the Pre-Delivery Inspection (PDI) process, by the Contract Manager prior to delivery.

Quality Certification

The supplier(s)s are encouraged to hold the following and evidence this as part of the tender response:

- ISO9001 Quality management system accredited or equivalent
- ISO14001 Environmental management accredited or equivalent
- ISO45001 Occupational Health & Safety accredited or equivalent If a supplier(s) do not hold any of the above accreditations, we encourage them to be working towards achieving them.

Materials

The supplier(s) will be expected to evidence (if requested) that materials used are sustainably sourced; all waste material from production is recycled and that the product at end of life is recyclable.

Re-used or recycled content should always be considered where it does not have an adverse impact on the ability to re-use the material at the end of life. Materials from closed loop and re-use systems should be prioritised. In addition to the environmental impact of the materials each supplier should also identify and manage the risks associated with the responsible and ethical choice and supply of materials. This should include but is not limited to the working rights and conditions including the pay of those involved in sourcing the materials and ensuring a robust and secure supply.

Any paint used must not contain any Volatile organic compounds or heavy metals that could be harmful to the environment.

Any timber used must be sustainably sourced demonstrated by PEFC or FSC certification which must be supplied as part of the Pre-Delivery Inspection (PDI) checks.

Delivery

The supplier(s) will be required to deliver to a range of depots within England (see appendix 14 – HGV delivery locations), the cost of delivery must be included in costs quoted in the supplier's tender response.

All deliveries must be confirmed with the Operational Contract Lead prior to taking place. We expect the supplier(s) to consider means of reducing carbon from deliveries, where possible. The supplier(s) will ensure all drivers and vehicles used to deliver our vehicles are fully licenced, qualified, insured, comply with all relevant legislation and that best practice methods for loading and securing are utilised. We reserve the right to request evidence at any point under the contract.

Prior to delivery we require that a pre delivery inspection is carried out and signed off by our Operational Contract Lead, therefore we reserve the right to visit the supplier's site, or the site in which the vehicles and ancillaries are stored, within 48 hours' notice. The checks within this inspection will be confirmed after implementation. Where payment for chassis is required

prior to delivery, a vesting certificate will be required to be signed off with all product codes and photos.

Upon delivery an asset inspection handover sheet should be completed; this document must detail all equipment and ancillaries and be signed and dated at the point of delivery by the Buyer's representative and the supplier(s)'s representative.

Documentation and Data

We require that all data and information about the completed vehicles is supplied to the buyer at or before handover in both electronic and paper formats. This includes:

- Complete inventory of all equipment including make, model and serial numbers
- Certifications of conformity and compliance
- Warranty documentation
- Full users' manuals for the vehicle, body and ancillaries
- Electrical Safety certificates
- VTG plate
- Technical data for vehicles and ancillaries in a format to be agreed post implementation. This will include but not be limited to weights, dimensions, tyre size, key codes etc.

After-sales Care

Our Service, Inspection, Maintenance and Repair (SIMAR) services are provided by a thirdparty contractor engaged by The Buyer. The successful supplier(s) will be required to cooperate with our SIMAR supplier(s). Our SIMAR supplier(s) will co-ordinate any warranty work required on the supplied vehicles, trailers, attachments and ancillaries. This includes booking events, seeking authorisation and liaising with drivers / end users. Any such work will be delivered by the successful supplier(s)' approved agents.

The supplier(s) will be required to provide after-sales support such as:

- A customer technical support function capable of supplying technical help and advice
- Assistance as required investigating reported faults or failures
- Warranty information and rectification processes
- Assist our SIMAR provider or the buyer with any queries relating to the service and inspection of the asset or any ancillary equipment.
- Assist our SIMAR provider or the buyer with any safety related reviews or improvements

The supplier(s) must keep full records of any ancillary equipment including make, model and part numbers to support after-sales care. They will be expected to co-operate with and support our SIMAR provider. The supplier(s) must maintain all technical documentation for the duration of the contract.

Warranty

The supplier(s) shall ensure that the vehicles and ancillaries shall be covered by a warranty for a minimum of 12 months from delivery.

The supplier(s) will be expected to manage the provision of any warranty works reported to them by either The Buyer or our (SIMAR) provider. This includes any works completed by sub-contractors (including bodies, trailers and ancillaries) on their behalf.

The supplier(s) will respond to any notified failures of equipment and ensure rectification of 95% of warranty related items is completed within 14 days of notification.

Familiarisation Training

The supplier(s) must provide one session of familiarisation training on the equipment and all ancillaries for each vehicle supplied (11 training sessions for the initial order). This must be delivered at an EA site specified by the buyer, for up to 10 operatives within 1 week of supply. Training must be delivered by a suitably qualified and experienced person and signed attendance forms must be to the Buyer and end users as evidence. The supplier(s) must supply operating manuals and training materials. Further online support such as electronic manuals and videos must be made available to EA staff.

Contract and Performance Management

Account Management

We require a "one stop shop" i.e. that the successful supplier(s)s is solely responsible for ensuring compliance of the products and services supplied and that they manage all elements of the design and construction of the products and services described in the specification including any elements delivered by sub-contractors.

We expect stock chassis and standard "off the shelf" bodies may be suitable for some, but not all, of our requirements.

The supplier(s) shall within their tender provide the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have industry experience, technical and operational knowledge. The Account Manager will be the single point of contact for equipment and contract queries, quotations, and placement of orders. The supplier shall also provide contact details for a secondary account manager, in the event the primary account manager is on leave/ away from work and as escalation point.

The supplier(s) must inform the Buyer's Contract Manager of any proposed changes to account management staff throughout the duration of the contract.

The named Account Manager will be our single point of contact and will be responsible for the delivery of all products and services required by the Buyer. They will be required to:

- Ensure that all the goods & services supplied to us are delivered in accordance with the standards stated in the contract
- Ensure that defined timescales are met
- Provide expert advice when required
- Manage risks to delivery and inform the Buyer of any risks to delivery
- Place health and safety central to their working practices and decision making
- Manage complaints and issues through to resolution including escalating as appropriate.
 They will investigate any complaints raised by customers and confirm an agreeable resolution within 10 working days.
- Inform Defra Group Fleet Services of any disruption to their business which may affect continuation to supply orders placed.
- Ensure that sufficient resources are allocated to the Contract when required, and to ensure performance to the Contract Standard
- Ensure invoices are raised in accordance with our timescales and requirements
- Attend a quarterly review meeting to provide updates to the Buyer in accordance with the delivery plans.
- Provide quarterly spend reports to evidence the current spend and anything else deemed relevant, including future forecasted costs.

Implementation Plan

We will require the following activities and information to be completed prior to implementation including, but not limited to:

- Availability of stock vehicles and trailers that meet our specifications
- Manufacture timescales for those vehicles not available from stock
- Delivery timescales for all vehicles
- A testing and acceptance plan which will include, but not be limited to:
 - Site visits to accept chassis, trailers and ancillaries o
 Acceptance of detailed designs by THE BUYER o
 Various site visits to inspect and sign off progress o
 Full functional testing o
 Vehicle type approval
 - o A full pre-delivery inspection (PDI) of vehicles and trailers

NEPO224

Supplier(s) Performance Measures (SPM)

We will require the supplier(s) to meet the Supplier(s) Performance Measures (SPMs) below and report performance against these measures during manufacture and delivery.

No.	Supplier(s) Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	Quality of assets – assets supplied must meet all standards stated within the specification upon delivery	100% of orders must comply with the terms specified in the tender offer, including any applicable legislation and the approved design drawings	Performance report ahead of delivery meeting
2	On-time delivery rate	100% of assets to be delivered to agreed timescales specified in tender response	Performance report ahead of delivery meeting
3	Defect-Free Delivery	100% of assets delivered after successfully completing a PDI inspection agreed with THE BUYER and supplier(s)	Inspection report signed off by the Buyer and supplier(s) prior to delivery of each vehicle
4	Warranty Claim Rate	95% of warranty events to be resolved within 14 days of notification	Annual warranty performance review
5	Issue Resolution Time	All issues to be resolved within 28 working days of being reported	Quarterly issue resolution report
6	Attendance to the quarterly review meetings	100% attendance	Quarterly review meetings

7	Buyer	· •	Any communication stream e.g. emails and phone calls.
	Quarterly spend & forecasted cost analysis	100% request responded to	Quarterly spend & forecast to be sent via email to the buyer

Issue and Complaint Resolution

The supplier(s) shall ensure that any issues or complaints received directly from us are acknowledged and a resolution is agreed with the Buyer within 5 working days of the details being received.

We will require that immediate action is taken to resolve all issues and complaints to our mutual satisfaction and that a full written explanation is provided. The supplier(s) shall keep us informed with the progress of our issue or complaint at least every 3 working days until it is resolved. The supplier(s) shall record all issues and complaints together with the actions and timescales taken to resolve and include these on the performance report. In all cases issues and complaints shall be resolved within 28 working days.

Order Process and Delivery Schedule

The Buyer will supply an official purchase order for each vehicle required which will cover the procurement of the assets from the supplier(s); this will confirm the delivery location(s), contact name and number details.

The supplier(s) must confirm a delivery schedule based on this order and provide details of delivery.

It is our ambition that a proportion of the initial order should be delivered and invoiced where possible, by 31st March 2025 (subject to inspection). This does not include the building of bodies or the installation of ancillaries.

During the contract the supplier(s) must provide regular updates on progress including, but not limited to, the following milestones:

- Delivery to, or completion of manufacture within, the UK of chassis, trailers and ancillaries
- Delivery to the supplier(s) of chassis, trailers and ancillaries
- · Start and end date of build slots
- Progress against planned build durations
- Full functional testing
- Vehicle type approval
- Time allowed for resolution of snagging problems
- Completed vehicles and trailers ready for delivery
- Successfully completed PDI
- Vehicles and trailers that have been delivered to The buyer's sites
- Completion of familiarisation training at The buyer's sites

Invoice and Payment Systems

The supplier(s)s will invoice the buyer to the value of original quotations and purchase order which will include delivery charges.

We require that the supplier(s)s accept part payment to total the cost of the chassis, trailers and ancillaries post their delivery to, or completion of manufacture within, the UK and require that they sign a vesting certificate before payment is made.

The remaining payment (for the cost of the assembly, bodies and testing of the final vehicle and any other costs not associated to the chassis, trailers and ancillaries) will be made after a successful PDI inspection by the Buyer.

We will confirm payment profiles as part of contract implementation. However, in accordance with the Government Prompt Payment Initiative, we pay our supplier(s)s within 30 working days from receipt of invoice. We require a commitment from supplier(s)s that they will pay any sub-contractors used under this contract within a maximum of 30 working days from receipt of invoice.

The supplier(s)s must present an official VAT invoice stating the valid purchase order number to:

Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure any additional costs are validated to ensure they are fair and reasonable. This includes any developments which incur costs varying from the original tender response, additional services, and transport costs.

Appropriate provision for the design of complete vehicles to include bodies and ancillaries as well as the design of trailers must be made by the supplier(s) within the contract. However, additional design after the approval of detailed designs may incur a variation to pricing within the contract term, the supplier(s)s will need to evidence price variations against material, manufacturing, fitting, and labour costs. We may undertake independent benchmarking reviews to ensure the prices represent good value within the market, especially where new requirements are requested. The supplier(s)s will support these activities to provide full transparency of their pricing for the goods and/or services provided.

In all respect, this contract shall operate on a partnership basis. There shall be full "open book accounting" reporting on both sides of all aspects of the services provided. Problem solving shall be approached on a shared responsibility basis. The supplier(s)s shall commit to proactively seek out continuous improvement to the service levels and costs and suggest improvements to reduce cost, improve safety or environmental performance. The supplier(s)s should also commit to supporting us in achieving, and where possible exceeding, its fleet related strategic and environmental objectives, including our supply chain. This will be achieved through Supplier(s) Performance Measures (SPMs) and regular Operational, Tactical and Strategic reviews with our Commercial and Fleet representatives. All parties shall adhere to the principles of continuous improvement, sustainable development, and lifecycle impact reduction.

It is important to us to support the development of SMEs and ensure smaller businesses are not impacted by financial pressures to deliver this contract. We will, where appropriate, consider staged and milestone payments for the delivery of certain orders.

Supply Chain Management

The supplier(s)s shall undertake effective supply chain management and have full transparency of their supply chain, throughout the duration of the contract to ensure the cost effective and sustainable continuity of supply, and quality of goods or services provided to us.

The supplier(s) must communicate our sustainability requirements throughout their supply chain, partners, and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with us in all areas that are relevant to this contract.

Business Continuity Management

The supplier(s) shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO 22301 or equivalent. The supplier(s)s shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO 22301, or equivalent.

The supplier(s)s will inform our Contract Manager of any disruption to the service within 1 working day.

Contractor's Responsibilities

The supplier(s) are required to hold a current insurance policy covering loss or damage to any vehicle or asset which is in their custody or control for reasons connected with the supplier(s)'s business to a minimum value of five million pounds. The supplier(s)s are required to keep the Buyer (Defra Group Fleet Services) property in safe custody and good condition, set aside and clearly marked as the property of the Buyer.

Each supplier(s) is required to undertake an inspection of all vehicles when received and a subsequent inspection of the vehicles prior to leaving their premises. Any damage observed during the inspections is to be reported to the owner and contract manager at the time the damage is observed.

Indemnity will be in favour of the Buyer relating to any loss or damage to any property (excluding indirect and consequential loss) which might arise as a direct consequence of the actions or negligence of the supplier(s)s, our staff, or agents in the execution of the contract.

Any loss, damage, or destruction of the Buyer vehicle(s) whilst on the supplier(s) premises which is not as a result of the actions or negligence of the Buyer, or its employees is to be covered under the supplier(s) policy of insurance or the contract.

Health and Safety

All works provided by the supplier(s) must be completed in accordance with the latest health & safety legislation. The supplier(s) must have in place appropriate health and safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that each supplier is wholly responsible for the health and Safety of their personnel and subcontractors.

NEPO224

The supplier(s) must be able to demonstrate throughout the life of the contract that they have effective arrangements for managing risk, lone working and supervision for their personnel, sub-contractors, and maintenance providers, undertaking any work on our premises. The supplier(s) will be responsible for reporting RIDDOR reportable accidents and incidents, involving their undertaking of the contract, to the Contract Manager within 24 hours of their occurrence. In this instance the supplier(s) must provide a copy of their investigation report within 14 days, and the report must consider the guidance contained in the HSE publication HSG 245, 'Investigating Accidents and Incidents'. The supplier(s) will also share lessons learnt and best practice in relation to accidents and incidents relative to similar contracts.

The supplier(s) must ensure all sub-contractors selected to deliver the requirements of this contract demonstrate a robust Health and Safety Management System complimented by a strong health and safety culture at all levels of the organisation. Each supplier will be deemed wholly responsible for the health and safety performance of their supply chain.

Any supplier's personnel or sub-contractors visiting our sites must comply with all site rules including those relating to health and safety and pollution prevention. If the site requests a risk assessment and/or a method statement this should be provided and agreed with the requester in advance.

Sustainability

Working with the buyer

Within DEFRA we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

eMission2030 is our sustainability strategy. It includes our supply chain. Successfully meeting the eMission 2030 commitments will be reliant upon on an open, transparent and partnership approach with our supplier(s) to work on the risks, opportunities and solutions together.

eMission 2030 is broken down into 4 priority areas:

- Responding to the climate emergency
- Reducing and optimising our use of resources
- Benefiting people and communities
- Deliver environmental net gain.

Each priority area has 3 commitments beneath it stating what we are going to achieve. In addition, there is a suite of milestone targets that demonstrate how we will make progress against these commitments over the 10-year strategy period. It is important to note that these 4 priority areas are not independent of each other. They all interact and rely on each other to successfully achieve in full. For instance, we cannot achieve our net zero carbon ambition without reducing our resource consumption or delivering environmental net gain.

We are committed to achieving net zero carbon in our operations and supply chains by 2030. This means that by 2030, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change. We will achieve this through a 2-stage approach, the first of which is a 45% reduction which this contract will need to help us achieve. A carbon reduction target will be set for this contract, which will need to be met as part of the contract performance. The next stage is to balance the remaining emissions through investing in programmes and projects that absorb/sequester carbon from the atmosphere.

The supplier(s) will need to demonstrate throughout the life of this contract that they are addressing and working on these issues and may be asked as part of the tender how they will contribute to meeting them.

The supplier(s) must commit to the following:

- Understand our eMission 2030 commitments, their importance to us and how they link to the delivery of the services under this contract.
- Actively work with us to achieve the Government Fleet commitments of 100% of our car and van fleet being zero emission vehicles by 2027.
- Actively work with us to meet our process as it evolves and becomes established.
- Be open and transparent with us about the social and environmental impacts of the work delivered under this contract, the risks and opportunities and work to address these.
- Provide us with relevant data, evidence and examples to demonstrate the progress being made.
- Carry out valid carbon reduction activity throughout the life of the contract. This might include areas such as energy use, travel and resource consumption.

We will only purchase products and materials that are the most environmentally responsible throughout their lifecycle.

Supplier(s) may be invited to work with the buyer in partnership to further improve sustainability opportunities within this contract. As part of this, if you are identified as an EA top 100 supplier(s) you will be required to check and supply environmental data linked to the annual analysis of our supply chain impacts. This data will be provided within an agreed time frame and enables the EA to monitor and report on its progress against the e:Mission 2030 targets.

We also 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 in our procurement activities. The supplier(s)s shall ensure that the services are performed in a manner which is always consistent with the Employer's Environmental Management Systems/Principles.

Supplier(s) will:

- Always remain fully compliant with all relevant environmental legislation throughout the life
 of this contract. This includes any amendments to existing legislation or any new legislation
 that may come into force during the life of this contract.
- Consider and reduce the environmental impacts of the products and service over the whole lifecycle to consider the impacts outside of their direct operation including design, raw materials, manufacture, in use including servicing and maintenance and end of life disposal.
- Achieve continuous improvement in environmental performance.
- Encourage innovation to deliver resource efficient, cost-effective and low carbon solutions.
- Promote the best practical environmental options.
- Communicate our sustainability requirements throughout their supply chain, partners and wider organisation.
- Share, communicate and promote best practice, lessons learned and new innovations with the buyer in all areas that are relevant to this contract.

The supplier(s) may be asked to provide a supply chain map of the products offered as part of this contract.

The supplier(s) are responsible for ensuring that all parties working under this contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The supplier(s)s must monitor and ensure ongoing competence and compliance with this throughout the life of the contract.

There will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

We encourage our supplier(s) to be certified to the standard of ISO14001 or equivalent by an accredited body. A staged approach to this standard can be achieved for Small and Medium Enterprises (SMEs).

The products provided/used as part of this contract must as a minimum:

 Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.

- The supplier(s)s must actively reduce the number of resources that will be used to deliver this contract throughout its duration.
- The supplier(s)s must in all instances ensure that only the minimum amount of packaging
 is used and look at ways to reducing this throughout the contract period. The supplier(s)s
 are to provide 100% reusable or recyclable packaging. Any packaging that cannot be
 reused or recycled will need to be substituted for those that can. The supplier(s)s must not
 use single use plastics packaging as part of the contract.
- All paint used should be lead free and should not contain any VOCs or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- All hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non-solvent-based degreasers must be used in all cases.
- Any timber used must be sustainably sourced demonstrated by PEFC or FSC certification.

Work carried out as part of this contract must:

- Aid the buyer in implementing its bio-security measures to limit the spread of nonnative invasive species.
- Ensure that all equipment is operating in line with its design specification at its most efficient to ensure running costs, carbon emissions and air pollutant emissions are at their lowest.
- Ensure the robust containment of all oils, fuel, and lubricants to minimise the risk of leaks and spills during operation.

Pollution Prevention

The supplier(s) and their sub-contractors shall ensure compliance with pollution prevention procedures and processes whilst on site. They must always act in line with legal responsibility and good environmental practices.

The supplier(s) and its sub-contractors will:

- Ensure familiarisation of site drainage plans and appropriate working location before commencing works.
- Adhere to all on site the buyer pollution prevention procedures and processes.
- Carry appropriate spill kits and be competent in how to use them
- Report incidents and near misses in line with the buyer's guidelines, including, but not limited to, the monitoring and reporting of hose and oil leaks.

Reporting of environmental incidents and near misses

All environmental incidents and significant near misses must be reported to the buyer Incident Hotline at the earliest opportunity, and then to the Contracts Manager.

Initial reports for such incidents must be followed by a written report containing key information about the incident including lessons learnt. A final and comprehensive investigation report must be provided by the Supplier(s) to the Contract Manager within 10 working days. The report findings including lessons learnt may be discussed as part of regular contract review meetings. The supplier(s) must share all significant lessons learnt with all sub-contractors working as part of this contract.

Waste

We aim to eliminate waste from products and materials. It is our intention to not buy any product until we know how it will be disposed of at end of life and that we are happy that the option provided is the most environmentally preferable option available. The supplier(s)s will need to provide us with details on how they will eliminate waste from products and materials, and how products will be disposed of at end of life. Closed loop and re-use systems will be prioritised.

All waste generated from the work including, but not limited to, replaced parts, oils, paints and batteries will be classified as the supplier(s)'s waste and the supplier(s) will be required to manage this waste correctly in accordance with all relevant and current legislation, including, but not limited to, disposing of it at authorised waste facilities and providing full and transparent details of all final waste destinations. All and any waste will be removed from site and the waste hierarchy applied with no waste sent to landfill. Appropriate Duty of Care documentation should be completed and be available for audit/inspection at any time.

The supplier(s) are required to inform us as part of their bid submission of any sustainability and resilience risks that exist with the supply, manufacture, and delivery (from sourcing of materials to end of life) of the products under this contract which may affect its cost, availability, delivery times and ongoing use.

Risks to be considered include, but are not limited to:

- the impact of extreme weather events
- any new or proposed legislation
- · material scarcity issues
- reputational impact
- impacts in the supply chain that go against the sustainability standards and objectives outlined this schedule.

The supplier(s) are to share this information with us and look at ways to reduce the risk or impact. The intelligence on this is to be updated annually or as more information about the risks occurs, whichever is more frequent.

People and Communities

Each supplier(s) will support the use of SMEs, Supported Factories, Charities and Social Enterprises in their supply chain. The supplier(s)s will report on their current activity in this area and plans to increase this as part of the Management Information (MI).

We are committed to ensuring the people we employ and those in our supply chain are paid a real living wage, have good working conditions, and are protected from modern slavery. The

supplier(s) will need to demonstrate through the life of this contract that they are addressing and working on these issues and will be asked how they contribute to meeting them. The supplier(s)s will ensure staff directly employed by them are paid a <u>real living wage</u>.

Technical Specifications

Tractor Unit and Trailer	6x2 TAG Axle Tractor Unit		
	 6x2/2 Day Cab or Small Sleeper. Direct Vision 3 Star. Complies with GSR (General Safety Regulation) standard. 480 -550 hp minimum. Euro 6 engine. ABS with trailer ABS. Automatic gearbox. Wheelbase 3.0-3.2metres. (Shortest possible) Drive axle diff lock. Brakes Electronic Brake System (EBS) with Anti-lock Braking System (ABS). 		

- Brakes Front Disc brakes, Rear Disc, air dryer, asbestos free linings.
- Suspension rear Electronic controlled air suspension and rear lift axle.
- Ability to operate at STGO Category 1 in UK.
- Min 400 litre fuel tank(s).
- Construction specification tyres.
- Sliding 5th Wheel.
- Payload with trailer min 25000kg, gross 44000kg. STGO cat1 payload 30500kg, gross 50000kg.
- STGO Plate holder.
- ADR orange plate.
- 2 x 6kg foam fire extinguisher 1 x 2kg extinguisher in cab.

BASIC REQUIREMENTS

- Engine Water-cooled diesel engine meeting Euro 6 emissions standards.
- Brakes Full air system with Electronic Brake System (EBS) and Antilock Braking System (ABS) and air dryer.
- Road Speed Limiter calibration.
- Cruise control.
- Delivery of the vehicle to the Environment Agency's nominated site.

- Supplied complete with relevant IVA or VCA approval.
- First year's VED (Vehicle Excise Duty)
- 1st year warranty inspection.
- Number Plate for trailer.
- Operators Handbook.
- · Wheel nut indicators
- Access to 3rd party telematics and livery fitters.
- · Conspicuity and Chapter 8 markings.

Cab

- Standard Day/Sleeper Cab. Direct Vision 3-star/GSR standard.
- Driver's seat complete with air suspension, integrated belt system, heated.
- Electrically operated cab windows
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.

- Reversing bleeper night silent.
- · Reversing Camera linked to trailer.
- HD Rubber floor mats.
- Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Night Heater.
- Finished in Silver. Wrap or paint.
- Security Central locking for drivers and passenger door.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Rear work lights
- Roof mounted 360-degree LED amber beacons as appropriate.
- · Grill mounted LED beacons.
- Andersen lead mounted on Catwalk to power trailer ramps.
- Camera connection and screen for reversing camera on trailer.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

Step Frame Lo Loader Trailer.

- Total Length 13300mm approx. (to keep within combined length of unit and trailer of 16.5m) Load bed length min 9250mm.
- Bed width 2520mm with removable extension timbers extending bed width to 3000mm approx. Storage for timbers when not in use.
- Payload with tractor unit min 25000kg gross at 44000kg. STGO cat1 payload 30500kg gross at 50000kg.
- 5th wheel pin height 1250mm
- Hydraulic tip toe ramps with cleats. Minimum of 750mm gap between ramps.
- Hydraulic widening to 3000mm approx.
- · Rear stabilisers. (hydraulic if possible).
- · Tri axle with rear steer.
- Lift axle on 1st axle with auto lower.
- ABS Braking system.
- Hardwood floor (FSC approved), Steel or rubber. Suitable for metal tracked and rubber tyres.
- · Air suspension with height adjustment.
- 2x Rear LED beacon.
- · Wide load markers illuminated. Front and Rear.
- Sufficient recessed and swivel certified load securing points including 4 pairs along the centre of trailer. 1 pair at front, 1 pair 4m back, 1 pair 5.3m back and 1 pair 6.65m (measured from step).



NEPO224



- · Lockable toolboxes mounted under floor.
- · Spare Wheel.
- Ramps to access gooseneck.
- Toolbox on front of gooseneck.
- Removable Fall arrest system with storage facility when not needed.
- Rear camera linked to towing vehicle.
- License plate holder.
- · Marker lights mounted high on ramps.
- · Bio hydraulic oil.
- Operators Manuals.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

32-ton Hook lift with Crane.

8x4 Day Cab or extended cab. Minimum Direct Vision 3 Star. GSR (General Safety Regulation).

- Cab finished in Silver. Wrap or paint.
- Min 440 Hp Euro 6 Engine.
- ADR orange plate holders front and rear.
- · Automatic Gearbox.
- Front Axles rated to crane size to allow maximum carrying capacity distributed in body.
- Wheelbase (measured front axle to rear most axle) 6.6-6.8 metres
- Axles rear hub reduction with cross axle and inter axle diff locks.
- Construction spec tyres.

Min 300 litre fuel tank.

- VBG 750 Commercial hitch. Plated to 44ton GTW. Electric and air services.
- Secure lockers for lashing equipment and work equipment.
- 1st year warranty inspection.
- Supplied complete with relevant IVA or VCA approval
- First Year VED
- Number Plate for trailer.
- Operators Handbook.
- Wheel nut indicators.
- Access to 3rd party telematics and livery fitters.
- 2x 6kg powder fire extinguishers chassis mounted and 1x 2kg in cab.
- Side and rear under run guards.
- Rear nearside signage to comply with London Cycle Safety Scheme.
- Rear safety chevrons and door edge definition fitted to Chapter 8 Standards.
- Conspicuity markings.
- Hook lift Equipment.
- B3 Crane Options Minimum 20 T/M.
- 2 steel bodies to fit demount system (1x Plant body 1 x Dropside body). Loler tested.

I	
	Cab
	 Standard Day/ Small Sleeper Cab. Direct Vision 3-star standard. Driver's seat complete with air suspension, integrated belt system.
	Electrically operated cab windows.
	 External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards. Full factory fitted air conditioning.
	 Seat coverings in standard quality fabric with removable waterproof covers. Fully adjustable steering column.
	Digital tachograph calibration.
	Road Speed Limiter calibration.
	Cruise Control.
	Reversing bleeper – night silent.
	HD Rubber floor mats.
	Adjustable height marker.
	Radio.
	Aux 12volt power outlets in cab.
	Finished in Silver (Paint or wrap).

- Plating certificate (VTG 7) to be displayed in a prominent position in nearside of cab
- Load weighing cells with in cab display calibration certificate.
- Lane departure warning system.
- · No Smoking sign.
- Central locking for drivers and passenger door.

• Central locking for drivers and passenger door.

Electrical

• Full road lighting – front and rear to comply with C+U and lighting regulations.

- Rear work lights.
- Roof mounted 360-degree amber LED light bar to comply with Chapter 8.
- · Grill mounted LED beacons.
- Rear mounted LED beacons.
- Anderson plug to rear hitch to power trailer ramp.

Crane

- B3 Specification.
- · Radius 15m.
- 1500kg @ 14 meters.
- Bio Hyd oil.
- · Continuous slewing.
- Outriggers/Stabiliser with hydraulic extension and tilting footplate.
- Outriggers/Stabiliser controlled from remote control.
- AUSW stabiliser beam not stowed.
- Warning lights on stabilisers.
- Pilot operated check valves on stabiliser cylinders.
- Box level on each side of crane.
- Load hold valve on inner/outer boom cylinder, slewing and on extension boom cylinder with return oil utilisation.
- Stability Monitoring System (Full).
- Warning Buzzer for remote control handset not stowed.
- Light on boom.
- Certificates of compliance for crane and each accessory supplied.
- Lifting Duty Chart to be displayed in a prominent location.
- Out-rigger lock-out preventing loader operation if out-riggers are in stowed position.
- Sensor de-rates system to prevent full operation of loader if outriggers are short rigged.
- Remote control operating device for loader complete with spare battery and on board recharging system.

- Full radio devices must have corded back up devices for use in areas where radio remote is not permitted.
- Appropriate out-rigger support pads to be supplied with safe and secure storage.
- Functional Rated Capacity Indicator and Limiter (RCI/RCL).
- Handbook for lorry loader to include details of operator pre use checks and maintenance regime.
- Certificates of compliance for crane and each accessory supplied.
- Height limiter system.
- Crane has ability to work over cab for front loading operations with cab protection system.
- Crane Attachments: Hook, 1 rotator to fit quick couplers on: Clam shell; Log grab.

Demount System

- Cable linked electronic controls.
- Safety interlock for bodies.
- Body not locked or raised warning system.
- Overhead cable detection system.
- Plant Carrying Body. Ramps with storage. Sufficient recessed and swivel certified load securing points. Fall prevention equipment with storage for when not in use. Nearside access point with pull out steps.
- Drop Side Body. Sufficient recessed and swivel certified load securing points, sheeting system. Barn Door tailgate. Fall prevention equipment with storage for when not in use. Nearside access point with pull out steps
- Operator Manual.

Body requirements (32tonne 8x4)



Hook lift type 20 frame complete with approx. 6.0-meter (dependent on length of chassis) x 2.235-metermeter x 0.61 meter. High steel framed body with headboard to front, treble drop sides of pressed aluminum, hinged access to front, treble drop sides of pressed aluminum, hinged access to front, pull-out step with three point contact, five pairs of lashing points in floor, 5mm (about 0.2 in) H.T. sheet floor, steel tailboard to act as ramp, pull-tarp fitted to headboard, fixed rear corner pillars, detachable center pillars, rope hooks all round, frame painted to match chassis, body painted single solid colour, chevrons to rear, conspicuity tape to sides of body.



Hook lift type 20 frame complete with 25' 0" nominal long x maximum width steel platform body with high headboard to front, open channel side raves complete with rods for lashing, $1\,\%$ " nominal hardwood floor, short pair of skids to rear manually operated, six pairs lashing rings to floor, pull-out with grab handles (three point) sockets to side raves for use with poles and strap to act as hand rail, paint frame to match chassis, body painted to chosen solid colour, conspicuity tape to sides and rear.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

Construction and Installation of Bodies and Ancillary equipment We will require all body work and fixed attachment options to be fitted, delivered inspected and certified as a complete unit. This is to include lorry loader and demount systems, all bodies including demountable bodies, winches and other equipment specified in the Vehicle Specifications and Basic Requirements. We also require the supply, delivery, inspection, and certification of removable attachments for lorry loaders as specified in the Vehicle Specifications.

18 Ton 4X4 front Mount Crane Tipper.

4x4 Day Cab Direct Vision 3-star standard. GSR (General Safety Regulation).

- Min 380 PS Euro 6 Engine.
- ABS Braking System.
- 1st year VED.
- PDI prior to delivery.
- Supplied complete with relevant IVA or VCA approval
- 1st year warranty inspection
- Standard manufactures warranty.
- VTG7 plating cert displayed in cab.
- Operators Handbook.
 Wheel nut Indicators.
- Access to 3rd party telematics fitters.
- Wheelbase (measured front axle to rear most axle) 3.500 3.900mm.
- Single rear axle single wheels.
- Off Road tyres.

- Front Axles rated to crane size to allow maximum carrying capacity distributed in body.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab.
- Drop side Tipper Body.
- Roller sheeting system.
- LED rear work lights to rear of cab & body.
- Automated Gearbox or manual due to off road.
- 2 X 6KG powder fire extinguisher with chassis mounted key locked storage box.
- Side and rear under run guards.
- Secure lockers for work equipment and load lashing equipment.
- Rear nearside signage to comply with London DVS 3 star.
- Commercial VBG hitch. Air lines and electrical connections. Plated to tow drag trailer.
- Min 250ltr fuel Tank.
- Conspicuity and Chapter 8 markings

Cab

- Standard Day Cab or small extended cab. Direct Vision 3-star standard.
 GSR (General Safety Regulation) Standard.
- Driver's seat complete with air suspension, integrated belt system.
- Electrically operated cab windows.
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras.
- Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.

Digital tachograph calibration.
Road Speed Limiter calibration.
Cruise control.

- Reversing bleeper night silent.
- HD Rubber floor mats.
- · Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Finished in Silver (Wrapped or paint). EA logo fitted to both doors.
- Reversing Camera with cab mounted colour screen.
- Load weighing cells with in cab display calibration certificate.
- External reverse warning alarm, (night silent).
- Daytime running lights.
- Lane departure warning system.
- Security Central locking for drivers and passenger door.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Rear work lights.
- Roof mounted 360-degree LED amber beacons as appropriate.
- Grill mounted LED beacons.
- Rear mounted LED beacons.

Crane

- B4 "Z" type (capable of folding behind cab with attachment on) Crane:
 1.2t @ 8m. 9.5m reach.
- Crane Attachments: Hook, 1 rotator to fit couplers on: Clam shell; Log grab.
- Over cab lifting capacity. Cab collision protection.
- Continuous slewing.
- Outriggers/Stabilisers with hydraulic extension and tilting footplate.
- Outriggers/Stabilisers controlled from remote control.
- AUSW stabiliser beam not stowed.
- Warning lights on stabilisers.
- Pilot operated check valves on stabiliser cylinders.
- Box level on each side of crane.
- Load hold valve on inner/outer boom cylinder, slewing and on extension boom cylinder with return oil utilisation.
- Stability Monitoring System (Full).
- Warning Buzzer for remote control handset not stowed.
- Certificates of compliance for crane and each accessory supplied.
- Lifting Duty Chart to be displayed in a prominent location.

Out-rigger lock-out preventing loader operation if out-riggers are in stowed position.		

- Sensor de-rates system to prevent full operation of loader if out-riggers are short rigged.
- Remote control operating device for loader complete with spare battery and on board recharging system.
- Full radio devices must have corded back up devices for use in areas where radio remote is not permitted or manual back up system.
- Appropriate out-rigger support pads to be supplied with safe and secure storage.
- Functional Rated Capacity Indicator and Limiter (RCI/RCL).
- Handbook for lorry loader to include details of operator pre use checks and maintenance regime.
- Bio Hydraulic oil.
- Height limiter system.
- Light on boom.
- Operating platform with docking station for remote control, safety railings and safe access / egress.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab.

Tipper Body.

- Aluminium drop sides, removable. Steel Bed
- Steel Headboard.
- Sufficient recessed and certified load securing points. 4 pairs minimum.
- External certified lashing points and rope hooks.
- Barn door tailgate.
- Access point into body from Near Side with operator fall prevention.
 Suitable storage for equipment when not in use. Pull out access steps.
- Manual safety bar (prop) when raised.
- Automatic sheeting system.
- Bio Hydraulic oil.
- Raised body alarm.

Plant Trailer.

- Drawbar trailer with hitch and electrics to match towing vehicle above.
- Commercial Spec with VTG plating cert.
- ABS Brakes.
- Air Suspension.
- Plant Body with "cheese wedge" to allow full flat body (see example below). Hydraulic controlled.
- Timber deck. (FSC Approved).
- Sufficient recessed and swivel certified load securing points and external lashing points.
- Operative fall prevention equipment with suitable stowage.
- Suitable secure stowage lockers for lashing equipment.
- Minimum payload 13000kg. Best match to towing vehicle.

Wheel nut indicators.

- Number plate holder.
- Reversing camera linked to towing vehicle above.
- 1st year warranty inspection.
- Delivery of the machine to the Environment Agency's nominated site.
- Operators Handbook.
- Conspicuity and Chapter 8 markings.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

18 Tonne 4x4 Rear Mount Crane Tipper.

- 4x4 Day Cab Direct Vision 3-star standard. GSR.
- Min 320 PS Euro 6 Engine.
- ABS Braking System.
- 1st year VED
- PDI prior to delivery.
- · Standard manufactures warranty.
- VTG7 plating cert displayed in cab.
- 1st year warranty inspection.
- 1st year VED (Vehicle Excise Duty).
- Supplied complete with relevant IVA or VCA approval.
- Operators Handbook.
- Wheel nut Indicators.
- Access to 3rd party telematics fitters.
- Wheelbase (measured front axle to rear most axle) 3.500 3.900mm.
- Single rear axle with twin wheels.
- Construction Off Road tyres.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab.
- 2 way Drop side Tipper Body nearside & offside (dimensions below).
- Powered/Auto Roller sheeting system.
- Removable edge protection with storage for when not fitted.
- LED rear work lights to rear of cab & body.
- Automatic Gearbox.

- Commercial VBG hitch with air and electric services.
- 2 X 6KG powder fire extinguisher with chassis mounted key locked storage box.
- Side and rear under run guards.
- Rear nearside signage to comply with DVS (Direct Vision Standard).
- Rear safety chevrons and door edge definition fitted to Chapter 8
 Standards.
- Conspicuity markings applied to vehicle and all bodies to Chapter 8
 Standards.
- Chevron markings applied to all rear facing surfaces of bodies.
- Min 250 litre fuel tank.
- Safety prop for raised body.

Cab

- Standard Day/Sleeper Cab. Direct Vision 3-star standard.
- Driver's seat complete with air suspension, integrated belt system.
- Electrically operated cab windows
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column
- Digital tachograph calibration
- Road Speed Limiter calibration
- Cruise Control
- · Reversing bleeper night silent
- HD Rubber floor mats.

- Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Finished in Silver (Paint or wrap).
- Reversing Camera.
- Security Central locking for drivers and passenger door.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Cab mounted Rear work lights.
- 360-degree roof mounted LED amber beacons as appropriate.

- Grill and rear mounted LED beacons
- Load weighing cells with in cab display calibration certificate
- Rear work lights. Spotlight on crane boom.

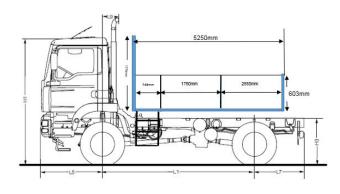
Crane

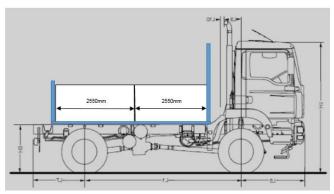
- B3 Crane minimum reach requirements: 5000kg @ 3 Meters / 1000kg @ 10 Meters. Rear Mounted.
- · Continuous slewing.
- Outriggers/Stabilisers with hydraulic extension and tilting footplate.
- Outriggers/Stabilisers controlled from remote control.
- AUSW stabiliser beam not stowed.
- · Warning lights on stabilisers.
- Pilot operated check valves on stabiliser cylinders.
- Box level on each side of crane.
- Load hold valve on inner/outer boom cylinder, slewing and on extension boom cylinder with return oil utilisation.
- Stability Monitoring System (Full).
- Warning Buzzer for remote control handset not stowed.
- Certificates of compliance for crane and each accessory supplied.
- Lifting Duty Chart to be displayed in a prominent location.
- Out-rigger lock-out preventing loader operation if out-riggers are in stowed position.
- Sensor de-rates system to prevent full operation of loader if out-riggers are short rigged.
- Remote control operating device for loader complete with spare battery and on board

recharging system. Full radio devices must have corded back up devices for use in areas where radio remote is not permitted or manual back up system.

- Appropriate out-rigger support pads to be supplied with safe and secure storage.
- Functional Rated Capacity Indicator and Limiter (RCI/RCL).
- Handbook for lorry loader to include details of operator pre use checks and maintenance regime.
- · Height limiter system.
- Bio hydraulic oil.
- Operating platform with docking station for remote control, safety railings and safe access / egress.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab.

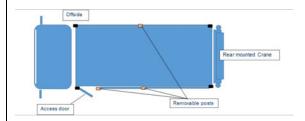
Body Requirements (18t 4x4)





2 way tipper body complete with approx. 5.250 meter (dependent of length of chassis) x 2.235 meter x 0.603 meter high steel framed body with headboard to front, treble drop sides of pressed aluminum, hinged access to front, drop sides of pressed aluminum, hinged access to front, pull-out step with three point contact, 5 pairs of lashing points in floor, 5mm H.T. sheet floor, aluminum tailboard, rope hooks all round, frame painted to match chassis, body painted single solid colour, chevrons to rear, conspicuity tape to sides of body. Removable fall arrest system with storage when not used. Storage for equipment/straps.

Raised body warning alarm.



Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

NEPO224

32 Ton Beaver Tail Plant Body (No Crane)

8x2 or 8x2/2 (tridem) Day Cab or small sleeper.

- Minimum Direct Vision 3 Star. GSR.
- Cab finished in Siver (Paint or wrap).
- Min 460 Hp Euro 6 Engine.
- Automatic Gearbox.
- Rear Steer with Lift Axle.
- Construction spec tyres.
- Supplied complete with relevant IVA or VCA approval
- 1st year VED (Vehicle Excise Duty).
- 1st year warranty inspection.
- Standard manufactures warranty VTG7 plating cert displayed in cab.
- Operators Handbook.
- Brakes Electronic Brake System (EBS) with Anti-lock Braking System (ABS).
- Brakes Front Disc brakes, Rear Disc, air dryer, asbestos free linings.
- Wheelbase (measured from centre front axle to centre rear axle)
 6350mm to 6850mm
- Min 300 litre fuel tank.
- VBG 750 Commercial hitch. Plated to 44ton GTW. Brake couplings and electrics including anderson lead.
- Plant Body with "cheese wedge" to allow full flat body (see example below). Hydraulic controlled. (Bio oil in Hydraulics with sticker)
- Removable panel/door in ramps to allow excavator boom to fit through.
- Sufficient recessed and swivel certified load securing points.
- Timber (FSC Approved) or rubber deck. Suitable for Metal tracks and Wheeled equipment.
- Operative fall protection with nearside access/egress points. Pull out steps.
- Suitable stowage for fall protection when not in use.
- Large Secure lockers for lashing equipment and work equipment.
- 5-ton electric winch with remote control. (Mounted between cab and headboard)
- Number Plate for trailer.
- · Wheel nut indicators.
- Access to 3rd party telematics fitters.
- 2x 6kg powder fire extinguishers chassis mounted and 1x 2kg in cab.
- Side and rear under run guards to comply with London Cycle Safety Scheme.
- Rear nearside signage to comply with London Cycle Safety Scheme.
- Rear safety chevrons and door edge definition fitted to Chapter 8 Standards.
- · Conspicuity markings · ADR orange plate.

Cab

- Standard Day/Sleeper Cab. Direct Vision 3-star standard. GSR.
- Driver's seat complete with air suspension, integrated belt system.
- Electrically operated cab windows
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.
- Cruise control.
- Reversing bleeper night silent.
- Reversing camera.
- HD Rubber floor mats.
- Adjustable height marker.
- Radio.
- Night heater.
- Aux 12volt power outlets in cab.
- Finished in Silver (paint or wrap).
- Security Central locking for drivers and passenger door.
- Load weighing cells within cab display calibration certificate.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- · Rear work lights.
- 360-degree Roof mounted LED amber beacons.
- Grill mounted LED beacons.
- · Rear mounted LED beacons.



Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

Tractor Unit and Trailer.

6x2 TAG Axle Tractor Unit

- 6x2/2 Day Cab or Small Sleeper. Direct Vision 3 Star. GSR. Supplied complete with relevant IVA or VCA approval
- 480 -550 hp minimum. Euro 6 engine.
- ABS with trailer ABS.
- Automatic gearbox.
- Wheelbase 3.0-3.2metres. (Shortest possible)
- Drive axle diff lock.
- Brakes Electronic Brake System (EBS) with Anti-lock Braking System (ABS).
- Brakes Front Disc brakes, Rear Disc, air dryer, asbestos free linings.
- Suspension rear Electronic controlled air suspension and rear lift axle.
- Ability to operate at STGO Category 1 in UK.
- Min 400 litre fuel tank(s).
- Construction specification tyres.
- Sliding 5th Wheel.
- Payload with trailer min 25000kg, gross 44000kg. STGO cat1 payload 30500kg, gross 50000kg.
- · STGO Plate holder.
- ADR orange plate.
- 2 x 6kg foam fire extinguisher 1 x 2kg extinguisher in cab.
- ADR permit

BASIC REQUIREMENTS

- Engine Water-cooled diesel engine meeting Euro 6 emissions standards.
- Brakes Full air system with Electronic Brake System (EBS) and Anti-lock Braking System (ABS) and air dryer.
- Delivery of the machine to the Environment Agency's nominated site.
- First year's VED
- 1st year warranty inspection.
- Number Plate for trailer.
- Operators Handbook.
- · Wheel nut indicators.
- Access to 3rd party telematics and livery fitters.
- Conspicuity and Chapter 8 markings.

Cab

- Standard Day/Sleeper Cab. Direct Vision 3-star standard.
- Driver's seat, complete with air suspension, integrated belt system, heated.
- Electrically operated cab windows
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.
- Reversing bleeper night silent.
- Reversing Camera linked to trailer.
- HD Rubber floor mats.
- · Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Finished in Silver preferred.
- Security Central locking for drivers and passenger door.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Cab mounted Rear work lights.
- Roof mounted LED amber beacons as appropriate.
- · Grill mounted LED beacons.
- Andersen lead mounted on Cat Walk to power trailer ramps.
- Camera connection and screen for reversing camera on trailer.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

Step Frame Lo Loader Trailer.

- Total Length 13300mm approx. (to keep within combined length of unit and trailer of 16.5m) Load bed length min 9250mm.
- Bed width 2520mm with removable extension timbers extending bed width to 3000mm approx. Storage for timbers when not in use.
- Payload with tractor unit min 24500kg gross at 44000kg. STGO cat1 payload 30500kg gross at 50000kg.
- Supplied complete with relevant IVA or VCA approval
- 5th wheel pin height 1250mm
- Hydraulic tip toe ramps with cleats. Minimum of 750mm gap between ramps.
- Hydraulic widening to 3000mm approx.
- Rear stabilisers. (hydraulic if possible).
- Tri axle with rear steer.
- Lift axle on 1st axle with auto lower.
- ABS Braking system.
- Hardwood floor (FSC Approved), metal or rubber.
- Air suspension with height adjustment.
- 2x Rear LED beacon.
- Wide load markers illuminated. Front and Rear.
- Sufficient recessed and swivel certified load securing points including 4 pairs along the centre of trailer. 1 pair at front, 1 pair 4m back, 1 pair 5.3m back and 1 pair 6.65m (measured from step).



- Lockable toolboxes mounted under floor.
- Spare Wheel
- Ramps to access gooseneck.
- Toolbox on front of gooseneck.
- Removable Fall arrest system with storage facility when not needed.
- Rear camera linked to towing vehicle.

- License plate holder.
- Marker lights mounted high on ramps.
- Finished in Black.
- Operators Manuals.
- Conspicuity and Chapter 8 markings.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

32 Ton

Beaver Tail Plant Body with Drag.

8x2 Day Cab or small sleeper. Minimum Direct Vision 3 Star.

- Cab finished in Siver.
- Min 460 Hp Euro 6 Engine.
- Automatic Gearbox.
- · Rear Steer with Lift Axle.
- Construction spec tyres.
- Brakes Electronic Brake System (EBS) with Anti-lock Braking System (ABS).
- Brakes Front Disc brakes, Rear Disc, air dryer, asbestos free linings.
- Wheelbase (measured from centre front axle to centre rear axle)
 6350mm to 6850mm.
- Min 300 litre fuel tank.
- VBG 750 Commercial hitch. Plated to 44ton GTW. Brake couplings and electrics.
- Plant Body with "cheese wedge" to allow full flat body (see example below). Hydraulic controlled.
- Removable panel/door in ramps to allow excavator boom to fit through.
- Sufficient recessed and swivel certified load securing points.
- Timber (FSC Approved) or rubber deck. Suitable for tracked and wheeled equipment.
- Operative fall protection and access/egress points.
- Suitable stowage for fall protection when not in use.
- Large Secure lockers for lashing equipment and work equipment.
- 5-ton electric winch with remote control. (Mounted between can and headboard if possible)
- 1st year warranty inspection.
- 1st year VED (Vehicle Excise Duty).
- Supplied complete with relevant IVA or VCA approval
- Number Plate for trailer.
- Operators Handbook.
- Wheel nut indicators.
- Access to 3rd party telematics and livery fitters.

2x 6kg powder fire extinguishers chassis mounted and 1x 2kg in cab.
Side and rear under run quards to comply with London Cycle Safety
 Side and rear under run guards to comply with London Cycle Safety Scheme. Rear nearside signage to comply with London Cycle Safety Scheme. Rear safety chevrons and door edge definition fitted to Chapter 8 Standards. Conspicuity markings.
CabStandard Day/Sleeper Cab. Direct Vision 3-star standard.

- Driver's seat complete with air suspension, integrated belt system.
- Electrically operated cab windows.
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- · Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.
- Reversing bleeper night silent.
- Reversing camera linked to trailer when attached.
- HD Rubber floor mats.
- Adjustable height marker.
- Radio.
- Night heater.
- Aux 12volt power outlets in cab.
- Finished in Silver.
- Security Central locking for drivers and passenger door.
- Load weighing cells within cab display calibration certificate
- VTG7 plating cert displayed in cab.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Rear work lights.
- Roof mounted LED amber beacons as appropriate.
- Grill mounted LED beacons.
- Rear mounted LED beacons.



Drawbar Trailer.

- Drawbar trailer with hitch and electrics to match towing vehicle above.
- Commercial Spec with VTG plating cert.
- Approx length coupling centre to rear most part 7500mm. Complete combined length to be under 18.75m to meet UK road law.
- ABS Brakes.
- Air Suspension.
- Plant Body with "cheese wedge" to allow full flat body. Hydraulic controlled.
- Timber deck, (FSC Approved). Suitable for Metal tracks and Wheeled equipment.
- · Sufficient recessed and swivel certified load securing points.
- Operative fall prevention equipment with suitable stowage.
- Suitable secure stowage lockers for lashing equipment.
- Minimum payload 12000kg.
- · Wheel nut indicators.
- Number plate holder.
- Reversing camera linked to towing vehicle above.
- 1st year warranty inspection.
- Delivery of the machine to the Environment Agency's nominated site.
- Operators Handbook.
- Conspicuity and Chapter 8 markings.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

26 Tonne 6X6 Crane Tipper.

6x6 Day Cab or small extended Direct Vision 3-star standard.

- Axles rear hub reduction with cross axle and inter axle diff locks.
- Min 420 PS Euro 6 Engine

- ABS Braking System.
- Supplied complete with relevant IVA or VCA approval.
- 1st year VED (Vehicle Excise Duty).
- 1st year warranty inspection.
- · Standard manufactures warranty.
- VTG7 plating cert displayed in cab.
- Operators Handbook.
- Wheel nut Indicators.
- Access to 3rd party telematics fitters.
- Front Axles rated to crane size to allow maximum carrying capacity distributed in body.
- Wheelbase (measured front axle to rear most axle) 5.2 to 5.4 metres.
- · Single wheels.
- · Off Road tyres.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab; Cable winch (lifting).
- Drop side Tipper Body.
- Roller sheeting system.
- LED rear work lights to rear of cab & body.
- Manual or Automated Gearbox due to off road work.
- Commercial VBG hitch. (plated to 44ton GTW). Brake connectors and electrics. Anderson lead to power trailer ramps
- 2x6kg powder fire extinguisher with chassis mounted key locked storage box + 1x2kg in cab.
- Side and rear under run guards.
- Rear nearside signage to comply with London Cycle Safety Scheme/DVS 3 star.
- Rear safety chevrons and door edge definition fitted to Chapter 8 Standards.
- Numberplate for trailer.
- Conspiculty markings.
- Min 300ltr fuel tank.
- Min 8500kg Front Axle.

Cab

- Standard Day/Extended Cab. Direct Vision 3-star standard. GSR (General Safety Regulation)
- Driver's seat complete with air suspension, integrated belt system.
- Electrically operated cab windows.
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras.

- Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.
- Reversing bleeper night silent.
- HD Rubber floor mats.
- Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Finished in Silver (Wrapped or paint). EA logo fitted to both doors.
- Reversing camera with cab mounted colour screen.
- Plating certificate (VTG 7) to be displayed in a prominent position in nearside of cab.
- Load weighing cells with in cab display calibration certificate.
- Lane departure warning system.
- Security Central locking for drivers and passenger door.
- No Smoking sign.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Rear work lights.
- Roof mounted 360-degree amber LED light bar to comply with Chapter 8.
- Grill and tailboard mounted LED amber repeater beacons.
- External reverse warning alarm, (night silent).
 Daytime running lights.
- Anderson lead to rear hitch.

Crane

- B3 Crane minimum reach requirements: minimum 950kg @ 15m. Front Mounted. Piped for grab.
- Crane Attachments: Hook, 1 rotator to fit quick couplers on: Clam shell;
 Log grab; Cable winch (lifting)
- Over cab lifting capacity.

- · Cab protection system.
- · Continuous slewing.
- Outriggers/Stabilisers with hydraulic extension and tilting footplate.
- Outriggers/Stabilisers controlled from remote control.
- AUSW stabiliser beam not stowed.
- · Warning lights on stabilisers.
- Pilot operated check valves on stabiliser cylinders.
- Box level on each side of crane.
- Load hold valve on inner/outer boom cylinder, slewing and on extension boom cylinder with return oil utilisation.
- · Stability Monitoring System (Full).
- Warning Buzzer for remote control handset not stowed.
- Certificates of compliance for crane and each accessory supplied.
- Lifting Duty Chart to be displayed in a prominent location.
- Out-rigger lock-out preventing loader operation if out-riggers are in stowed position.
- Sensor de-rates system to prevent full operation of loader if out-riggers are short rigged.
- Remote control operating device for loader complete with spare battery and on board recharging system.
- Full radio devices must have corded back up devices for use in areas where radio remote is not permitted or manual back up system.
- Appropriate out-rigger support pads to be supplied with safe and secure storage.

- Functional Rated Capacity Indicator and Limiter (RCI/RCL).
- Handbook for lorry loader to include details of operator pre use checks and maintenance regime.
- Bio Hydraulic oil.
- Height limiter system.
- Operating platform with docking station for remote control, safety railings and safe access / egress.
- Crane Attachments: Hook, rotator to fit quick couplers on: Clam shell; Log grab and cable lifting winch.

Body

- Tipper body with steel floor and removable aluminium drop sides and barn door tailgate and 1 way tipper mechanism.
- Auto sheeter
- Barn Doors Tailgate.
- Aluminium drop sides and steel floor.
- Sufficient recessed and certified load securing points Minimum 6 pairs.
- Access point into body from nearside with operator fall prevention.
 Suitable storage for equipment when not in use. Pull out steps
- Manual safety bar (prop) when raised.
- Bio Hydraulic oil.
- Body Raised Alarm.

Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required

32-ton Hook lift with Crane.

8x4 Day Cab or extended cab. Minimum Direct Vision 3 Star. TFL approval.

- Cab finished in Silver.
- Min 440 Hp Euro 6 Engine.
- ADR approved with orange plate holders front and rear.
- Automatic Gearbox.
- Front Axles rated to crane size to allow maximum carrying capacity distributed in body.
- Wheelbase (measured front axle to rear most axle) 6.6-6.8 metres
- Axles rear hub reduction with cross axle and inter axle diff locks.
 Construction spec tyres
- Min 300 litre fuel tank.
- VBG 750 Commercial hitch. Plated to 44ton GTW.
- Secure lockers for lashing equipment and work equipment.
- 1st year warranty inspection.
- Supplied complete with relevant IVA or VCA approval
- First Year VED
- Number Plate for trailer.
- Operators Handbook.
- · Wheel nut indicators.
- Access to 3rd party telematics and livery fitters.
- 2x 6kg powder fire extinguishers chassis mounted and 1x 2kg in cab.
- Side and rear under run guards to comply with London Cycle Safety Scheme.
- Rear nearside signage to comply with London Cycle Safety Scheme.
- Rear safety chevrons and door edge definition fitted to Chapter 8
 Standards.
- Conspicuity markings applied to vehicle and all bodies to Chapter 8
 Standards.
- Hook lift Equipment.
- B3 Crane Options Minimum 20 T/M.
- 3 steel bodies to fit demount system (1x Plant body 2 x Dropside bodies).
 Loler tested.

Cab

- Standard Day/ Small Sleeper Cab. Direct Vision 3-star standard.
- Driver's seat complete with air suspension, integrated belt system.

- Electrically operated cab windows.
- External mirrors and Kerbside mirrors electrically adjustable and heated or cameras. Mirror Guards.
- Full factory fitted air conditioning.
- Seat coverings in standard quality fabric with removable waterproof covers.
- Fully adjustable steering column.
- Digital tachograph calibration.
- Road Speed Limiter calibration.
- Reversing bleeper night silent.
- HD Rubber floor mats.
- Adjustable height marker.
- Radio.
- Aux 12volt power outlets in cab.
- Finished in Silver preferred.
- Central locking for drivers and passenger door.
- Load weighing cells within cab display calibration certificate.

Electrical

- Full road lighting front and rear to comply with C+U and lighting regulations.
- Rear work lights.
- Roof mounted LED amber beacons as appropriate.
- · Grill mounted LED beacons.
- Rear mounted LED beacons.

Crane

- B3 Specification.
- Radius 15m.
- 1500kg @ 14 meters.
- Continuous slewing.
- Outriggers/Stabilisers with hydraulic extension and tilting footplate
- Outriggers/Stabilisers controlled from remote control.
- AUSW stabiliser beam not stowed.
- Warning lights on stabilisers.
- Pilot operated check valves on stabiliser cylinders.
- Box level on each side of crane.
- Load hold valve on inner/outer boom cylinder, slewing and on extension boom cylinder with return oil utilisation.
- Stability Monitoring System (Full).
- Warning Buzzer for remote control handset not stowed.
- Certificates of compliance for crane and each accessory supplied.
- Lifting Duty Chart to be displayed in a prominent location.
- Out-rigger lock-out preventing loader operation if out-riggers are in stowed position.
- Sensor de-rates system to prevent full operation of loader if out-riggers are short rigged.
- Remote control operating device for loader complete with spare battery and on board recharging system.
- Full radio devices must have corded back up devices for use in areas where radio remote is not permitted.
- Appropriate out-rigger support pads to be supplied with safe and secure storage.
- Functional Rated Capacity Indicator and Limiter (RCI/RCL).
- Handbook for lorry loader to include details of operator pre use checks and maintenance regime.
- Height limiter system.
- Crane has ability to work over cab for front loading operations.
- Crane Attachments: Hook, 1 rotator to fit quick couplers on: Clam shell; Log grab.

Demount System

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- Cable linked electronic controls.
- Safety interlock for bodies.
- Body not locked warning system.
- Overhead cable detection system.
- Plant Carrying Body. Ramps with storage. Sufficient recessed and swivel certified load securing points.
- Drop Side Body. Sufficient recessed and swivel certified load securing points, sheeting system. Barn Door tailgate.
- Operator Manual.

Body requirements (32tonne 8x4)



Hook lift type 20 frame complete with approx. 6.0-meter (dependent on length of chassis) x 2.235-meter 0.61 meter. High steel framed body with headboard to front, treble drop sides of pressed aluminium, hinged access to front, treble drop sides of pressed aluminium, hinged access to front, pull-out step with three point contact, five pairs of lashing points in floor, 5mm H.T. sheet floor, steel tailboard to act as ramp, pull-tarp fitted to headboard, fixed rear corner pillars, detachable centre pillars, rope hooks all round, frame painted to match chassis, body painted single solid colour, chevrons to rear, conspicuity tape to sides of body.



Hook lift type 20 frame complete with 25' 0" nominal long x maximum width steel platform body with high headboard to front, open channel side raves complete with rods for lashing, 1 ¼" nominal hardwood floor, short pair of skids to rear manually operated, six pairs lashing rings to floor, pull-out with grab handles (three point) sockets to side raves for use with poles and strap to act as hand rail, paint frame to match chassis, body painted to chosen solid colour, conspicuity tape to sides and rear.

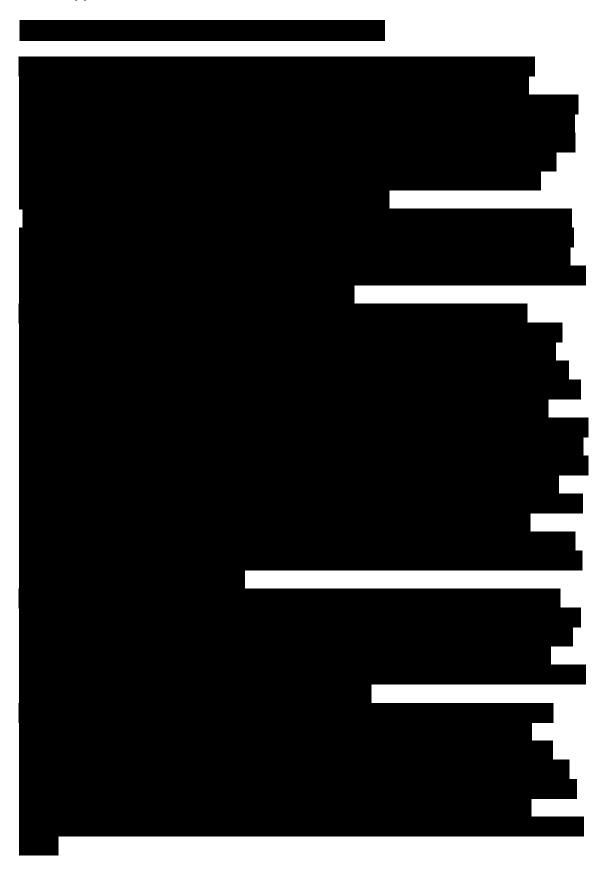
Commissioning and Operator Familiarisation

One visit to the Depot or delivery point specified on the purchase order by the supplier's commissioning engineer at a pre-agreed time to familiarise the Agency's Staff with the normal operation and driver's maintenance of the machine will be required.

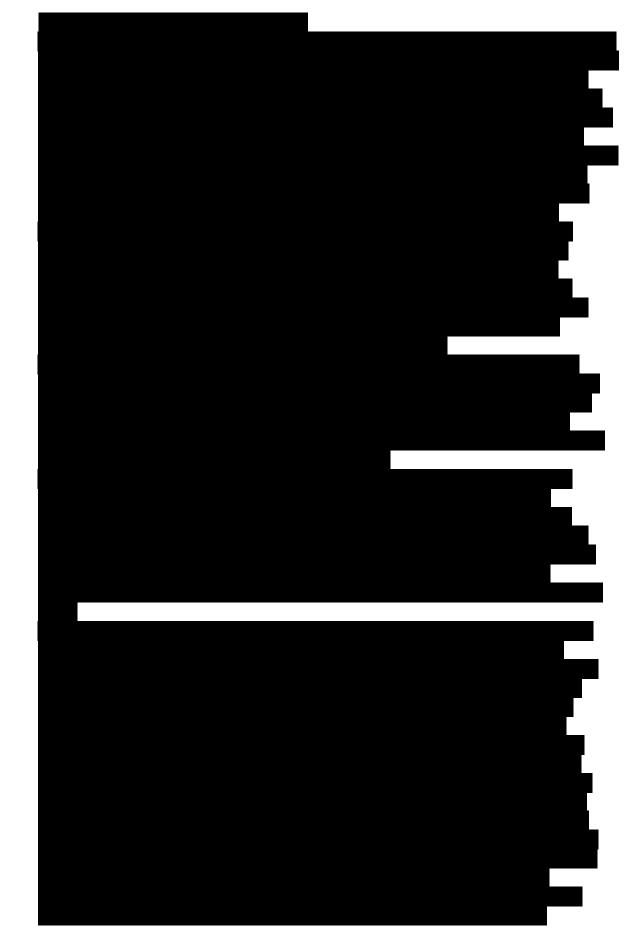
Construction and Installation of Bodies and Ancillary equipment

We will require all body work and fixed attachment options to be fitted, delivered inspected and certified as a complete unit. This is to include lorry loader and demount systems, all bodies including demountable bodies, winches and other equipment specified in the Vehicle Specifications and Basic Requirements. We also require the supply, delivery, inspection, and certification of removable attachments for lorry loaders as specified in the Vehicle Specifications.

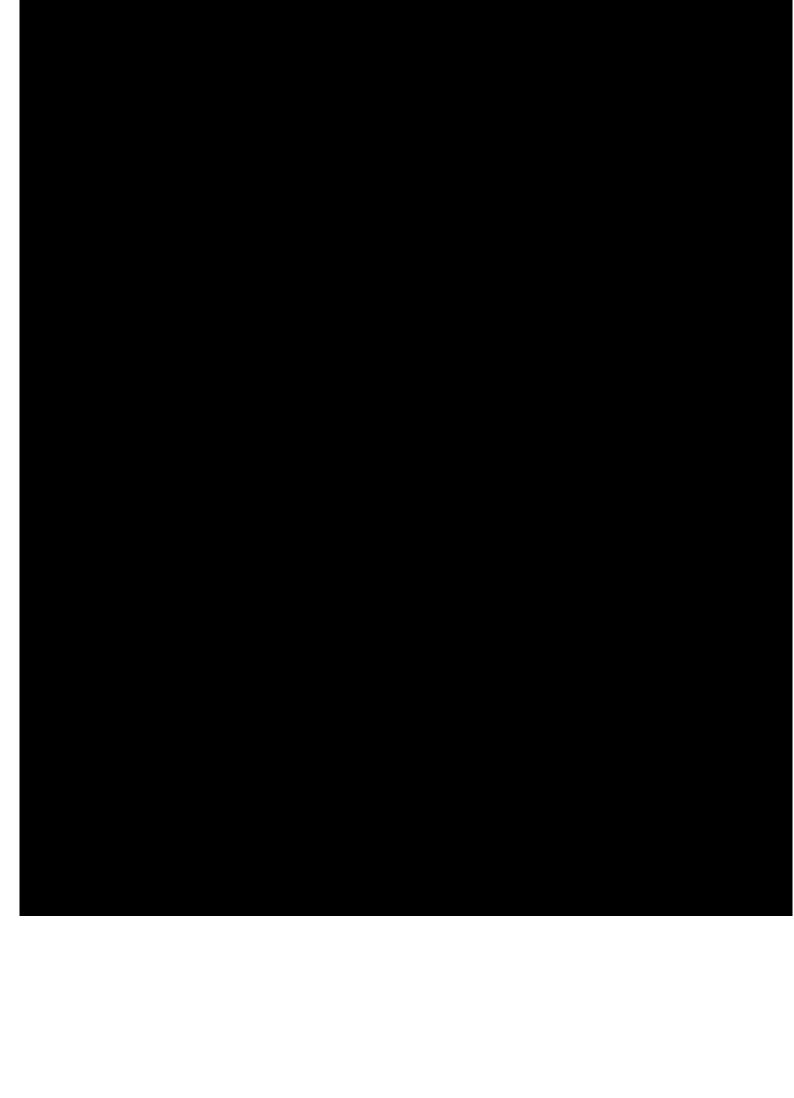
Annex 2 – Supplier bid













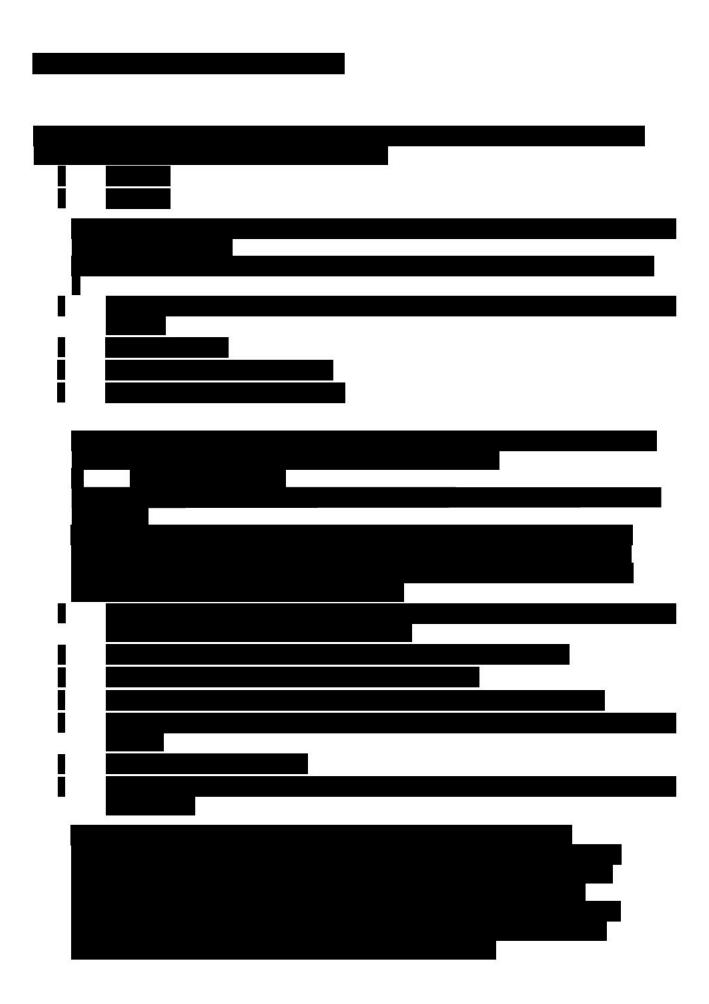
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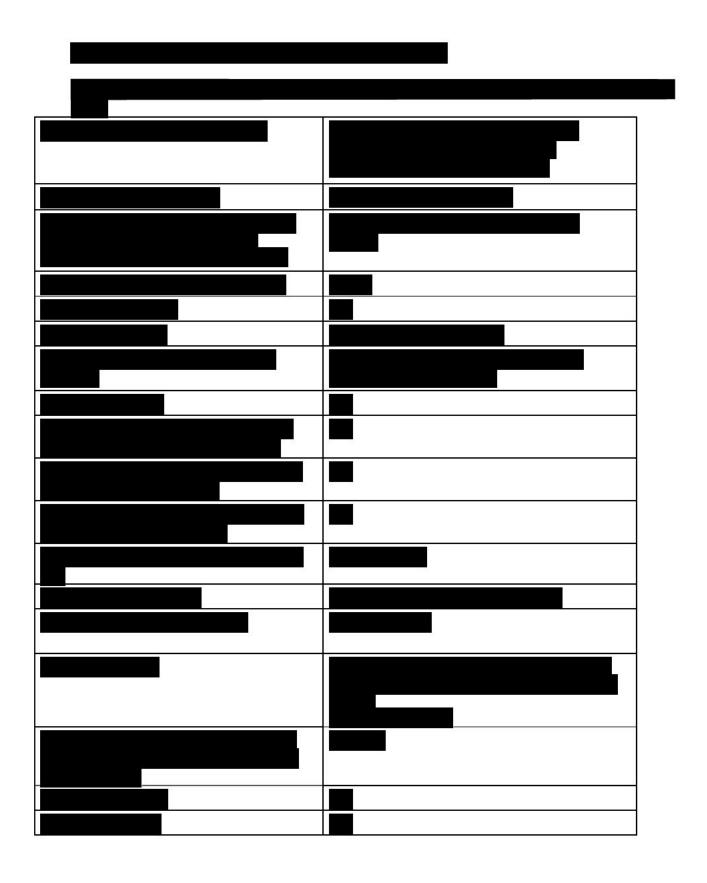
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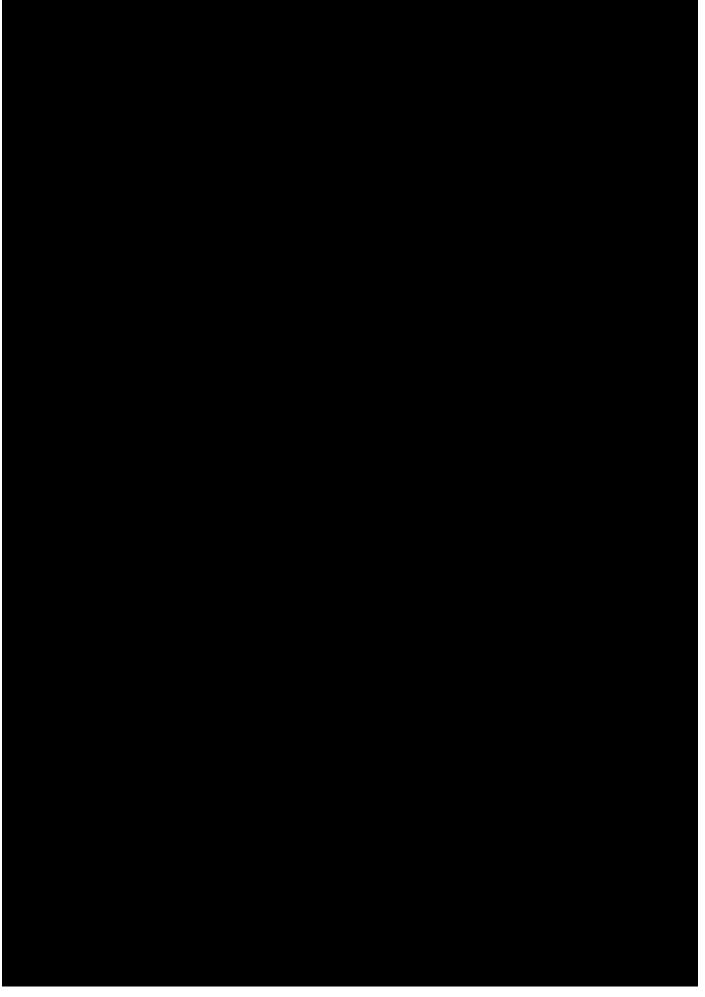




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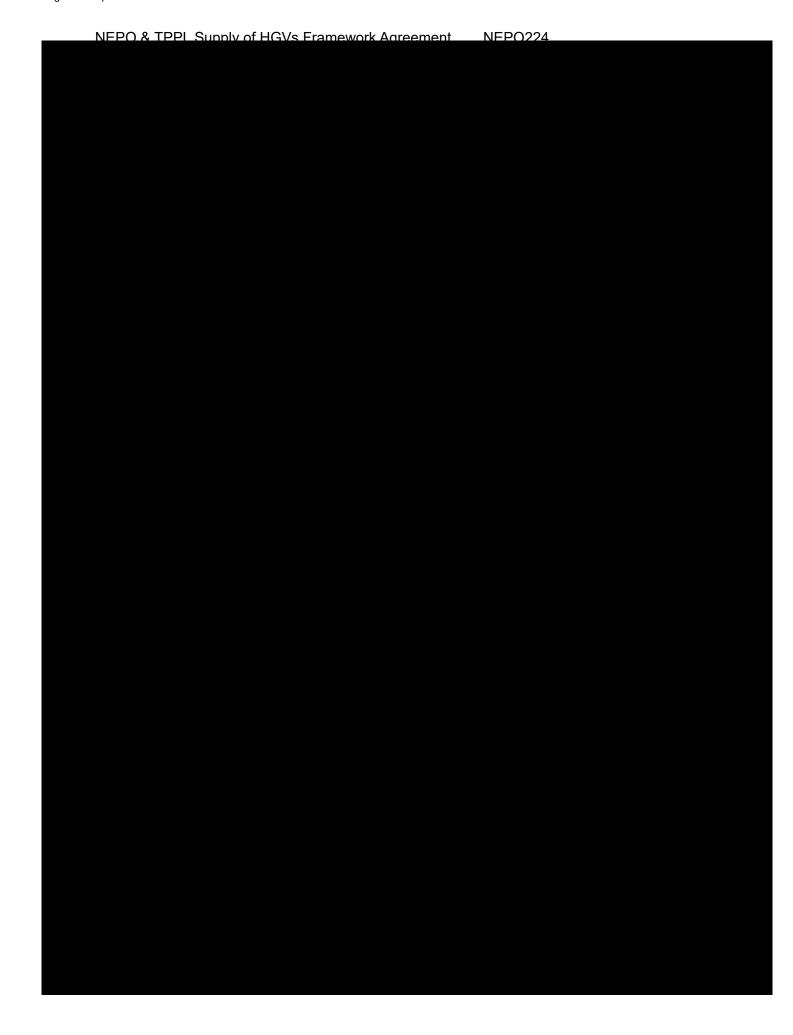


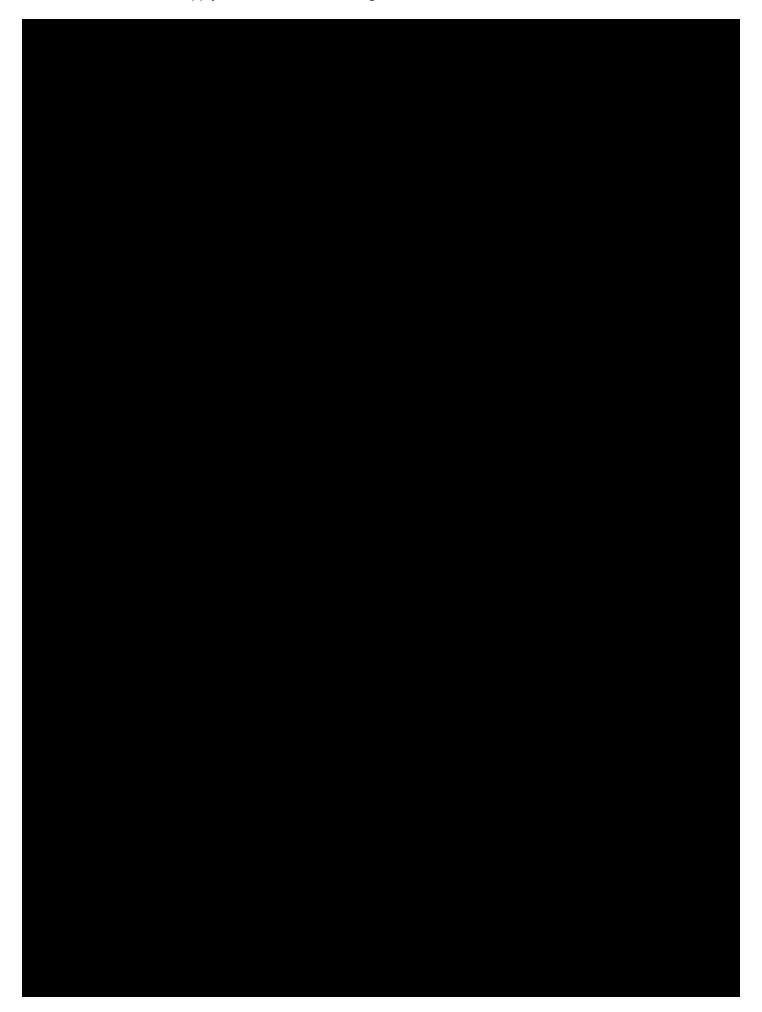


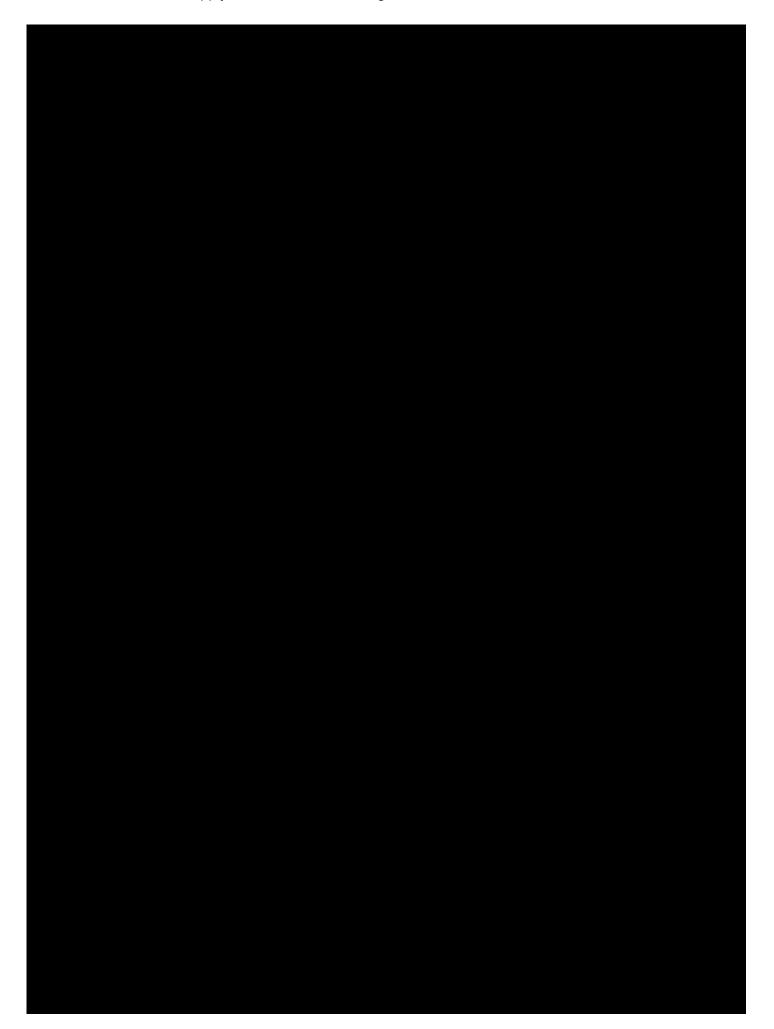


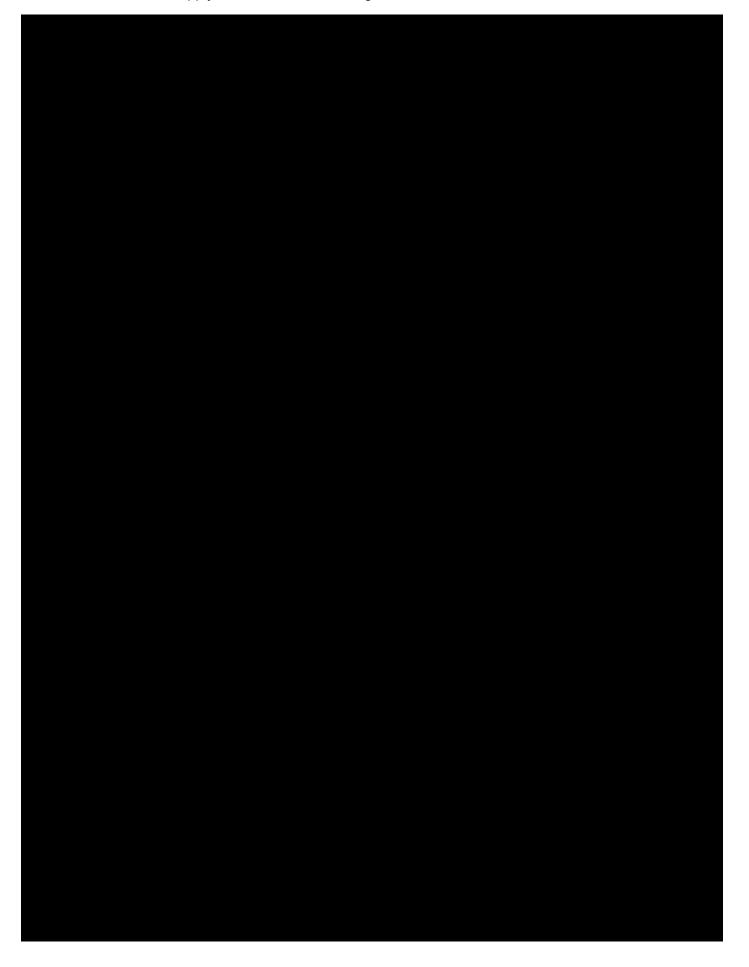
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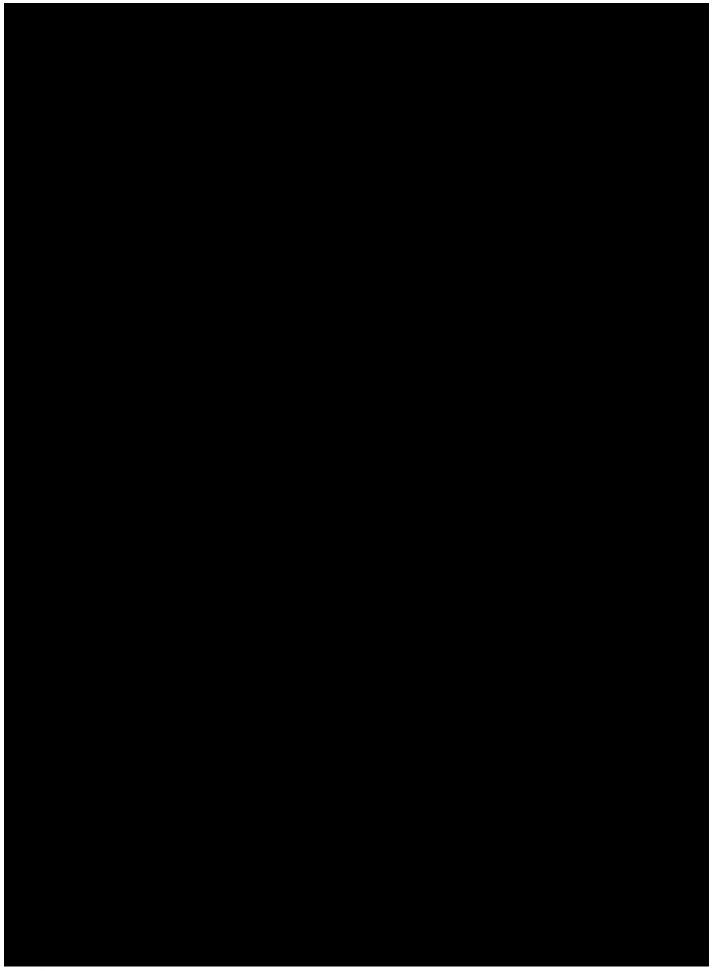


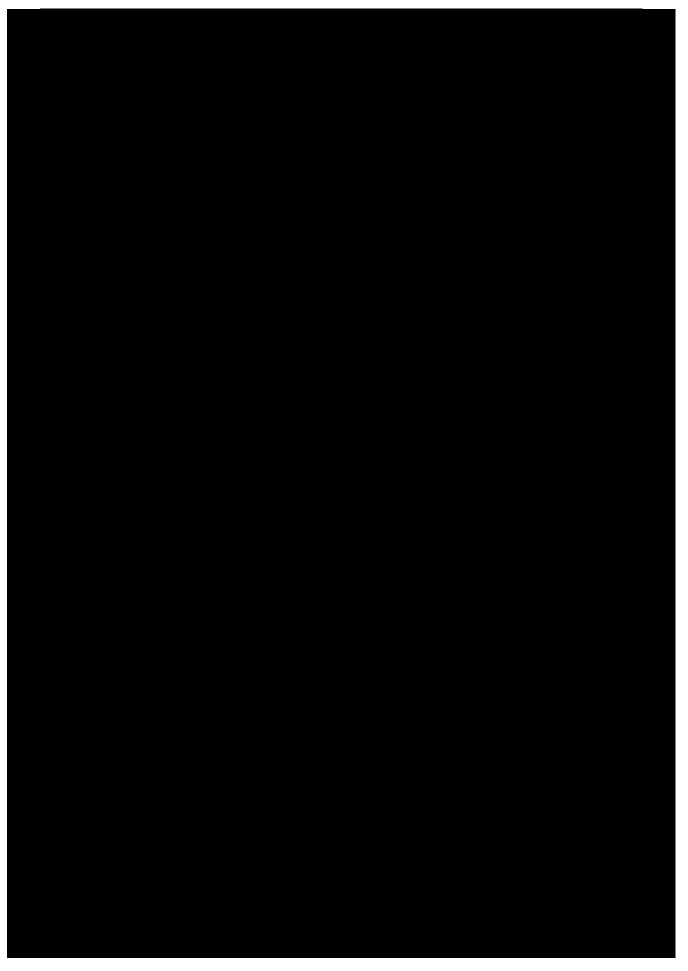












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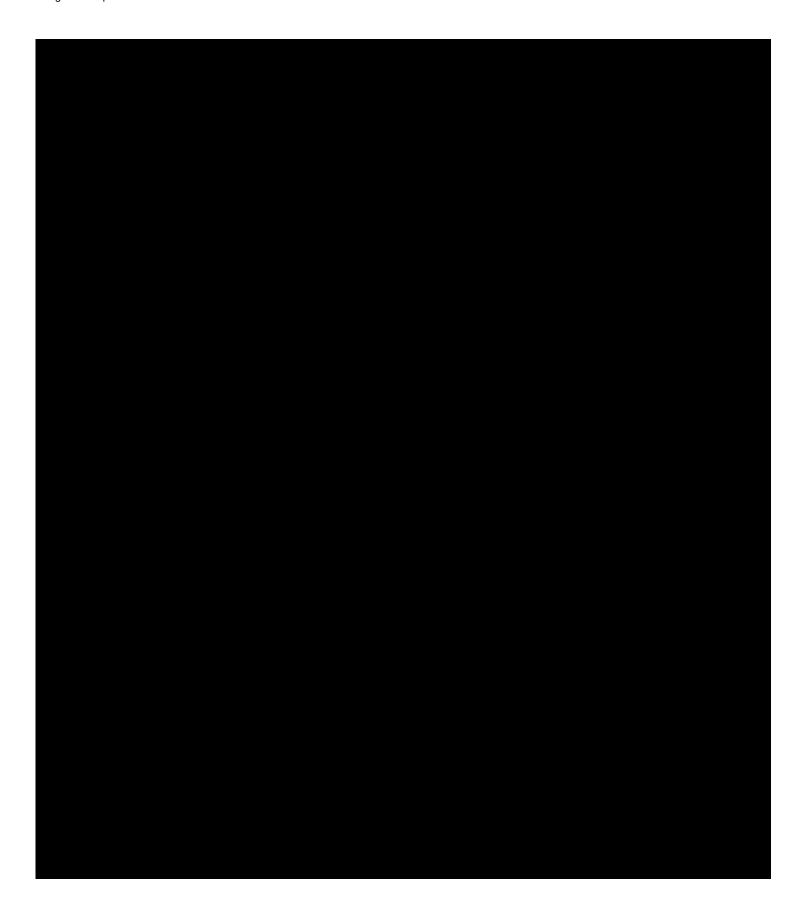


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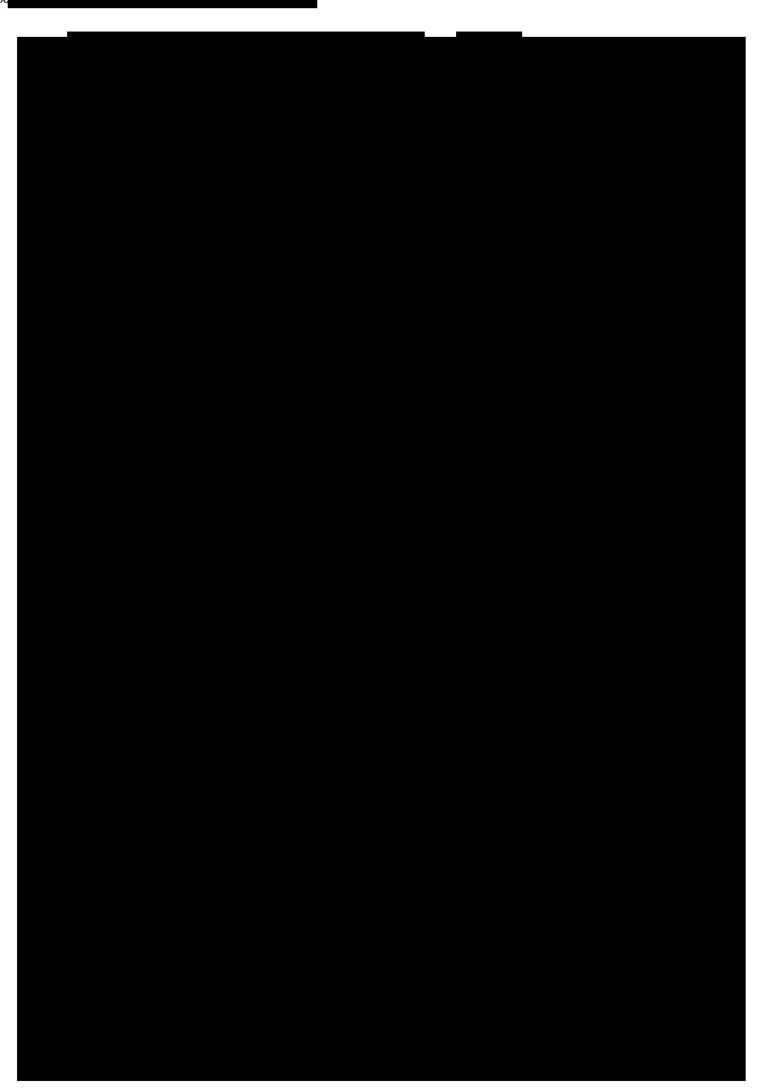


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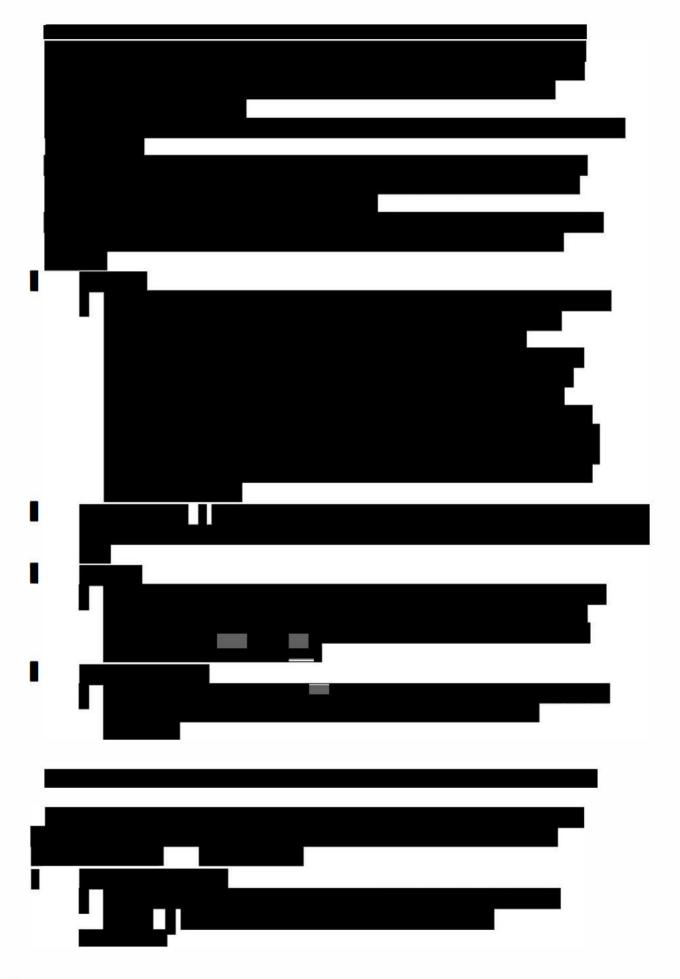


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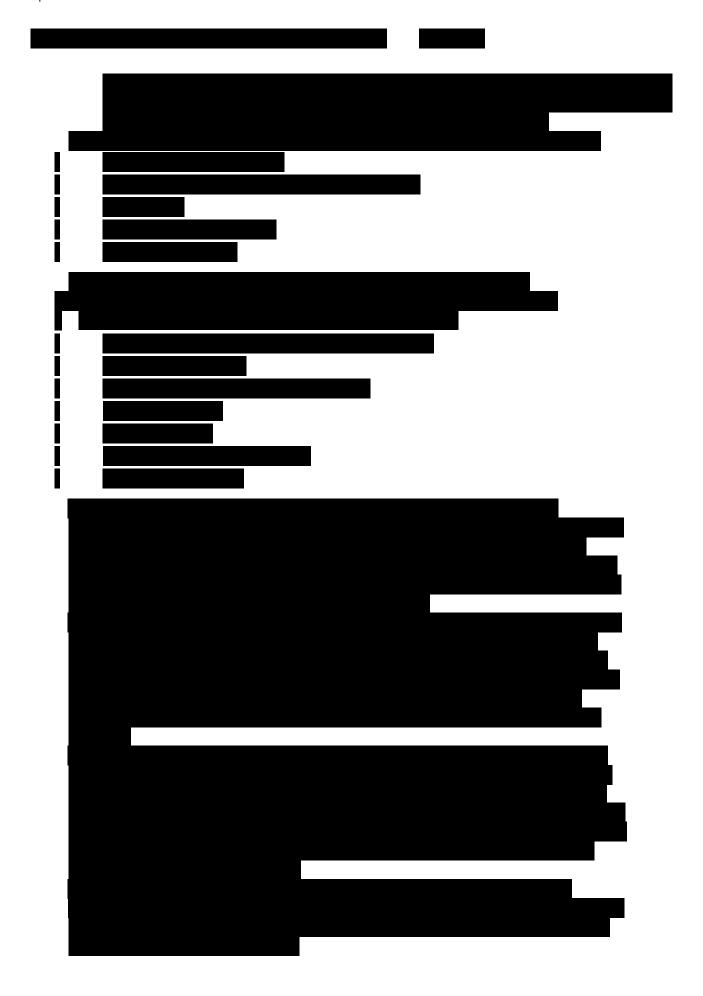
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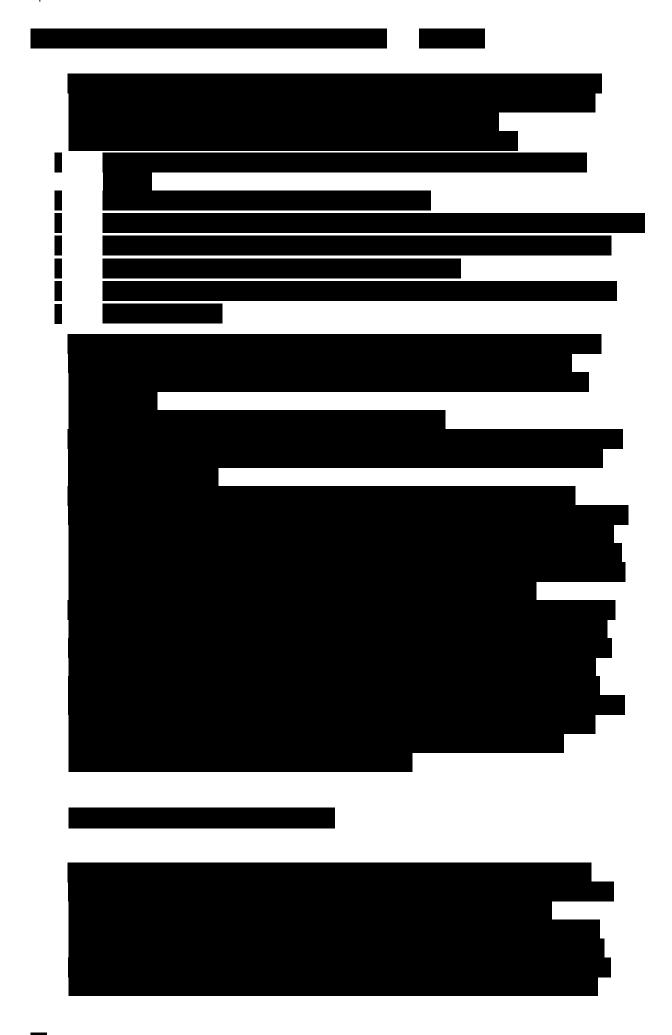
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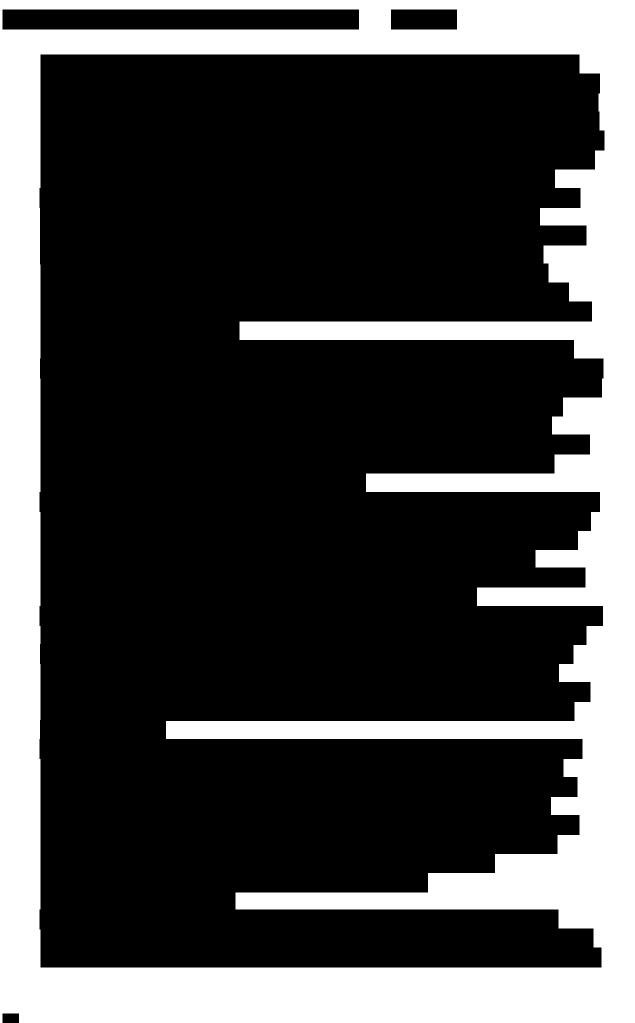


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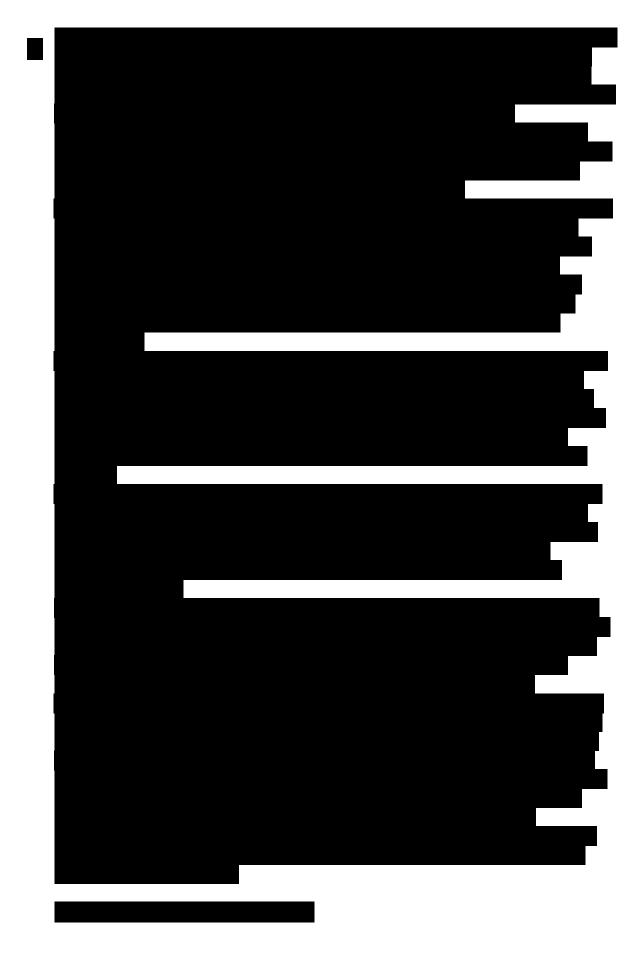








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