

Our Ref: EAGR052018

Date: 23 April 2018

Dear Sirs and Madams,

**Contract Ref: EAGR052018**

**Contract Title: Parliamentary Monitoring Service**

You are invited to quote for the above in accordance with the enclosed documents.

Instructions on what information we require you to provide is in Section 4 of the following Request for Quotation document.

Your response should be returned to the following email address by 17:00 on Friday 11 May.

toby.mortby@environment-agency.gov.uk

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

If you have any queries, please do not hesitate to contact me.

Yours faithfully

Cat Ramsay

Title: Government Relations Team Manager

E-mail: Catharine.ramsay@environment-agency.gov.uk

**The Environment Agency**, 2 Marsham Street, London, SW1P 4DF

**Request for Quotation**

**Ref: EAGR052018**

**Title: Parliamentary Monitoring Serivce**

**Section 1**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**Section 2**

**The Customer**

**Summary**

The Government Relations team works with teams across the Environment Agency and with Defra and other government departments to ensure Ministers have timely and accurate briefing and lead on coordinating the Environment Agency’s input into parliamentary questions and ministerial correspondence and select committees.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of 2 years to end no later than 31/05/2020, with the option for 2 additional 1 year extensions from the end of the original contract. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

The Environment Agency Conditions of Contract for Services (Appendix B) shall apply to this contract.

This contract shall be managed on behalf of the Agency by the Government Relations team Manager, Cat Ramsay.

## Contact Details and Timeline

Cat Ramsay and Toby Mortby will be your contacts for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

Please contact Cat at catherine.ramsay@environment-agency.gov.uk and Toby at toby.mortby@environment-agency.gov.uk with any questions surrounding the contract.

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 11 May 2018 |
| Evaluation of Request for Quote submissions | 14 May 2018 |
| Award of contract | 1 June 2018 |
| Project/Contract end date | 31 May 2020 |

It should be noted that these timescales and activities may be subject to change.

**Section 3**

## Evaluation Criteria

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

* Price – 60%
* Quality – 40%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

Pricing – 60%

* Overall value for money

Quality – 40% (weightings in brackets)

* Please provide a statement covering your ability to meet the Environment Agency’s requirements (7.5)
* Outline how you will provide online access to quick, user-friendly and comprehensive services and databases (7.5)
* Please provide a statement explaining how you will be able to provide quick, accurate, relevant alerts to our requirements (7.5)
* Ability for the user to contextualise information from a range of sources within a single system (3)
* Support requirements (2)
* We will require access to a dedicated account manager who can undertake research on demand and to be the key contact for us throughout the contract. (2.5)
* You will be expected to undertake the contract in the most sustainable approach with minimal impact to the Environment (5)
* How will you ensure you can provide a system that is fully accessible and inclusive to all. (5)

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

|  |  |
| --- | --- |
| **Rating of Response****The tenderer provides a response which in the opinion of the evaluators is:**  | **Score** |
| **Excellent:** Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met. | 10 |
| **Very Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met. | 8 |
| **Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met.  | 6 |
| **Satisfactory:** Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met.  | 4 |
| **Weak:** Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met. | 2 |
| **Nil:** No response or provides a response that gives the Agency no confidence that the requirements will be met.   | 0 |

**Section 4**

**Information to be returned**

**Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.**

Please complete and return the following information:

* completed Pricing Schedule (Appendix A);
* confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later).

**Section 5**

**Specification**

# Background to the Requirement

The Environment Agency uses a Parliamentary Information Service both to support its work for Government and to provide the basis for effective accountability to local politicians.

We have access to current and historic data relating to Government. The data & information we receive is impartial and accurate and reflects what is actually happening within Parliament on a daily basis. This means that we can keep the Board and Exec up to date on any changes within environmental law and policy that can impact on the policies within the Environment Agency.

It provides with us with intelligence on the daily political news agenda detailing the day’s activities in Parliament, the main speeches being made, ministerial visits and reports being issued. It supports our work in inputting into parliamentary questions, ministerial briefings and select committee inquiries and engagement for the Chair and Chief Executive such as speaking at All Party groups. It is also used to help Area Customer and Engagement Teams with their engagement with elected officials in their areas and constituencies.

# Specific Objectives/Deliverables

Parliamentary Information Service

The Environment Agency requires a Parliamentary Information Service both to support its work for Government and to provide the basis for effective accountability to local politicians.

On-line service

We require an externally hosted web based, user-friendly solution, on an unlimited user basis, which provides the following:

• Access to an archive that allows us to immediately research parliamentarians, specified political subjects and parliamentary business such as parliamentary questions, statements to Parliament or select committee debates. It would be desirable if biographies were available for senior civil servants and selected councillors.

• Ability to track green and white papers, and legislation and to contextualise bills by accessing all related amendments, debate, voting records, within one system in a user-friendly, easy to tailor way

• Access to a forward events planner containing information about forthcoming events, including conferences, ministerial activity, consultation dates, releases of statistical information, anniversaries, future publications, parliamentary business.

• Training should be provided for each user and tailored according to their individual needs. Additional training should be available on-demand.

Alerts and briefings

We will require the latest political news and developments as they break. In particular we will require notification of the following in an accessible format, including links to the relevant reports or speeches:

• Forthcoming parliamentary business in House of Commons, House of Lords and select and Bill committees

- News agenda (daily) detailing next day’s activities in Parliament, the main speeches being made, Ministerial visits and reports being issued.

- Legislative updates, providing details of the current progress and developments relating to specified Bills.

- Reports of select committee proceedings (within hours) covering developments at all specified meetings.

• Speedy alerts by email of mentions of the Environment Agency and the specified terms and topics in Parliament or at other related events. This may include relevant:

• Debates, questions (oral, written), legislative proceedings, votes, select committee press releases, select committee hearings, reports and Government responses, and MP press releases, all party groups activity.

• Rapid alerts (by email or telephone) for press releases, social media (including blogs), speeches, announcements and broadcast comment from leading governmental, parliamentary, regulatory and pressure groups. Also alerts to important political developments e.g. election news, reshuffles.

• Updates of relevant political movements and appointments.

• Issues reports (weekly or monthly) detailing all relevant developments within our specified period on our current issues of interest.

• Consultations update (weekly) on new consultations that have been issued that week.

• Political Conference reports (daily) detailing specified fringe and conference hall activity at all the main party political conferences.

• It would be desirable if there were a longer term Forward Planner of Departmental and Parliamentary activity.

Political research

We may require access to a political researcher who can provide one-off bespoke reports/research to our specification on parliamentarians or issues of current political interest.

Systems Infrastructure

The system should be compatible with the Environment Agency systems infrastructure, which current operates on Microsoft Internet Explorer (IE) 11

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency bythe Government Relations Team Manager, Cat Ramsay.

We will need a main point of contact who can manage our account throughout the duration of the contract. The main Environment Agency contact will be the Government Relations Team Manager. There should be the capacity for the 2 individuals to check in on a monthly basis and to hold a yearly review meeting if decided it is needed. This will be necessary when entering the yearly extension part of the contract.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

Please invoice the Environment Agency monthly for the agreed cost of the contract.

Before the invoice is issued, a fee note must be emailed in advance to the contract manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the contract manager, on request. The timescale for payment of invoices will be up to 30 days after we have received a valid invoice.

**Section 7**

**Sustainability Considerations**

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

* + - Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
		- Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
		- Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
		- Efficient Energy and Water Use.
		- Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
		- Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

**Diversity and Equal Opportunities**

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities.  As a public body, we publish regular information about what our equality objectives are and how we’re meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Health and Safety**

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

**IEM2020:**

## Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

**Supply chain**

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

## Section 8

### Additional Information

### Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

### Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

### Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

## Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

## Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

## References

The Environment Agency may request recent and relevant references prior to the award of the project.

**Contract award**

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

In order to comply with the Data Protection Act 1998 the Contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

# APPENDIX A - PRICING SCHEDULE

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

All costs must be quoted on this schedule. Any costs not detailed will not be paid.

## You must accompany your bid with a pricing schedule based on the Environment Agency requirements within this tender. Costs should be presented as a monthly/ annual charge in an itemised format.

Your response should state clearly any significant assumptions that you have made in preparing your schedule of prices. Together with a clear statement of any additional functionality that your proposed service will provide and which is included within the total costs of your proposal.

Please note the following:

* All prices must be in UK Pounds, exclusive of VAT.
* Costs are to be fixed for the duration of the contract.
* All costs must be outlined; any costs not included will not be paid by the Environment Agency.

**APPENDIX B - ENVIRONMENT AGENCY CONDITIONS OF CONTRACT FOR SERVICES**

**Conditions of Contract - Services Ref:** EAGR052018

**Title:** Parliamentary Monitoring Service

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1. **DEFINITIONS**
	1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.
		1. Agency

The Environment Agency, its successors and assigns.

* + 1. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

* + 1. The Appendix

The Appendix to these Conditions.

* + 1. The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor’s tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

* + 1. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

* + 1. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

* + 1. Contract Price

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

* + 1. Contract Supervisor

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

* + 1. Contracting Authority

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

* + 1. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

* + 1. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

* + 1. The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

* + 1. Notice

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

* + - 1. fax, or hand delivery to the Contractor’s registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;
			2. First class post to the Contractor’s registered office. Such Notices are deemed to have been served 48 hours after posting.
		1. Permission

Express permission given in writing before the act being permitted.

* + 1. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

* + 1. Regulations

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

* 1. Except as set out above, the Contract shall be interpreted in accordance with the Interpretation Act 1988.
	2. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
	3. Any reference in these Conditions to a statutory provision will include all subsequent modifications.
	4. All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.
1. **PRECEDENCE**

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

Conditions of Contract including Appendix and any Special Conditions; Specification;

Pricing Schedule;

Drawings, maps or other diagrams.

1. **CONTRACT SUPERVISOR**

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about, the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

1. **THE SERVICES**
	1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
	2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.
2. **ASSIGNMENT**
	1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
	2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.
	3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract
3. **CONTRACT PERIOD**

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

1. **PROPERTY**
	1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
	2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.
	3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.
2. **MATERIALS**
	1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency’s premises.
	2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.
3. **SECURITY**
	1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.
	2. This Condition shall not prejudice the Agency’s rights under Condition 15.
4. **VARIATIONS**
	1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor.
	2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.
	3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.
	4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
	5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.
	6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
		1. any Contracting Authority; or
		2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
		3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
	7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.
5. **EXTENSIONS OF TIME**

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

* + 1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.
		2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.
	1. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use best endeavours to avoid or reduce the cause and/or effects of the delay.
	2. Any extension of time granted under this Condition shall not affect the Agency’s rights to terminate or determine the Contract under Conditions 13 and 14.
1. **DEFAULT**
	1. The Contractor shall be in default if he:
		1. fails to perform the Contract with due skill, care, diligence and timeliness;
		2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;
		3. is in breach of the Contract.
	2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least seven days in which to remedy the default.
	3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.
2. **TERMINATION**
	1. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:
		1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.
		2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes and arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.
	2. 'Termination under the Regulations'
	3. The Agency may terminate the Contract on written Notice to the Contractor if:
		1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
		2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
		3. the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
3. **DETERMINATION**
	1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month’s Notice, (or such other time period as may be appropriate).
	2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
	3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.
4. **INDEMNITY**
	1. Without prejudice to the Agency’s remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:
		1. death or injury to any person;
		2. loss or damage to any property excluding indirect and consequential loss;
		3. infringement of third party Intellectual Property Rights which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.
	2. This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or it’s staff.
5. **LIMIT OF CONTRACTOR’S LIABILITY**
	1. The limit of the Contractor’s liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:
		1. the sum stated in the Appendix;
		2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.
6. **INSURANCE**
	1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5M (five million pounds.)
	2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.
	3. The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.
7. **PREVENTION OF FRAUD AND CORRUPTION**
	1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
	2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor’s staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Contractor or the Contractor’s staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:
		1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or
		2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.
	4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.
8. **MONITORING AND AUDIT**
	1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency’s premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency’s premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.
9. **CONTRACT PRICE**
	1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).
	2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.
10. **INVOICING AND PAYMENT**
	1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor’s entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.
	2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.
	3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.
11. **INTELLECTUAL PROPERTY RIGHTS**
	1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party’s Prior Rights are set out in the Prior Right Schedule to this contract.
	2. All Results shall be the property of the Agency.
	3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

* + 1. assigns to the Agency all Resulting Rights
		2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.
	1. All Results shall be the property of the Agency
	2. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.
	3. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.
	4. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2 .
	5. The Contractor warrants to the Agency that the performance of the Services, the Contractor’s Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.
	6. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.
	7. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.
	8. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.
	9. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.
1. **WARRANTY**

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence and are fit for the Agency’s intended purpose so far as this has been communicated to him, or which he would reasonably be expected to know.

1. **STATUTORY REQUIREMENTS**

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

1. **ENVIRONMENT**

The Contractor shall in all his operations, including purchase of materials goods and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to the Contract Supervisor on demand.

1. **PUBLICITY**

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

1. **LAW**

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

1. **WAIVER**
	1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.
	2. No waiver by the Agency shall be effective unless made in writing.
	3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.
2. **ENFORCEABILITY**

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

1. **DISPUTE RESOLUTION**
	1. All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.
	2. If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).
	3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
	4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.
	5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
	6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
	7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.
2. **GENERAL**
	1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.
	2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.
3. **FREEDOM OF INFORMATION ACT**

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act or the Regulations. We may also decide to include certain information in the publication scheme which we maintain under the Act or publish the Agreement (but with any information which is exempt from disclosure in accordance with the provisions of the Act or the Regulations or

the Agency's Confidential Information redacted), including from time to time agreed changes to the Agreement, to the general public. If you consider that any of the information included in your tender, or any other information that you have submitted or is otherwise in the Agreement, is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the Agency should not be taken to mean that we accept any duty of confidence by virtue of that marking.

# Appendix to Conditions - Services

Ref: EAGR052018

Title: Parliamentary Monitoring Service

 **Condition**

**1 Contract Supervisor 3**

 Cat Ramsay

Address:-

Environment Agency

2 Marsham Street

London

SW1P 4DF

**2 Contractor**

«Company\_Name»

Address:

 «SUPPLIER\_ADDRESS»

 «TOWN\_CITY»

 «COUNTY»

 «ZIP»

**3 Completion**  **6**

Contract Start Date «Contract\_Start\_Date»

Contract End Date«Contract\_End\_Date»

**4 Insurance 17**

Third Party Minimum Cover £1 million

Public Liability Min. Cover £1 million

**5 Limit on Liability** **16**

Limit on Contractors Liability £1 million

**APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS**

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_