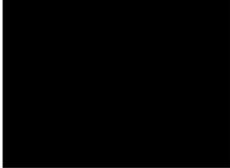


Our ref: 30229
Your ref: 3478Q003



Date: [REDACTED]

[REDACTED]
Adsyst (Automation) Ltd



Dear Sirs

CONTRACT No: 30229 **DATED:** [REDACTED]
MAINTENANCE OF TBAG CONTROL SYSTEMS

On behalf of the Environment Agency, I hereby accept the offer contained in your tender reference 30229 dated [REDACTED] for the above mentioned services, in accordance with the terms and conditions contained in or referred to in the said tender.

The main details of the accepted tender are shown below and attached:

Item No	Item Description	Start Date	Completion Date	Total Price £s (ex VAT)
1 & 2	Maintenance of Thames Barrier, Dartford Creek Barrier & King George V Floodgate Control Systems.	01 July 2020	30 June 2022	The prices & rates stated in the Pricing Schedule.

Invoicing & Payment: Invoicing monthly in arrears, payment within 30 days from date of invoice. Invoices to be sent to Environment Agency, SSCL, [REDACTED] Tel: [REDACTED] Email: [REDACTED]

Conditions of Contract: Environment Agency Conditions of Contract – Services (Issue 5).

Contract No 30229 has been allocated to cover this agreement. A confirmatory Purchase Order will follow under separate cover and this PO number should be quoted on all invoices.

Please acknowledge receipt of this letter and contact the Agency's Contract Supervisor for this contract, [REDACTED] on Tel [REDACTED] to make arrangements for the commencement of the services.

Yours faithfully



Encs. 30229 Contract Documentation

cc: [REDACTED] (Environment Agency)

Department for Environment, Food and Rural Affairs



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

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PRICING SCHEDULE

30229 MAINTENANCE OF TBAG CONTROL SYSTEMS

1 PRICING - GENERAL

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

Table 1: Pricing & Contract Period

Item No	Item Description	Start Date	Completion Date	Total Price £s (ex VAT)
1	Maintenance of Thames Barrier, Dartford Creek Barrier & King George V Floodgate Control Systems.	01 July 2020	30 June 2021	The prices & rates stated in Tables 2 & 3.
2	Maintenance of Thames Barrier, Dartford Creek Barrier & King George V Floodgate Control Systems.	01 July 2021	30 June 2022	

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

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

1.4 All rates shall be inclusive of overheads and profit.

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

2 PRICING – TELEPHONE TECHNICAL SUPPORT & PLANNED PREVENTATIVE MAINTENANCE

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

Table 2: Off Site Technical Support & On Site Planned Preventative Maintenance

Item No	Item Description	Completion Date	Qty	Unit	Unit Price £s (ex VAT)	Total Price £s (ex VAT)
3	Thames Barrier Gates Bravo to Kilo - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2021	[REDACTED]	per hour	[REDACTED]	[REDACTED]
4	Thames Barrier Gates Bravo to Kilo - On Site Planned Preventative Maintenance. ([REDACTED] during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2021	[REDACTED]	per visit	[REDACTED]	[REDACTED]

Item No	Item Description	Completion Date	Qty	Unit	Unit Price £s (ex VAT)	Total Price £s (ex VAT)
5	Thames Barrier Gate Alpha - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2021	[REDACTED]	per hour	[REDACTED]	[REDACTED]
6	Thames Barrier Gate Alpha - On Site Planned Preventative Maintenance. ([REDACTED] during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2021	[REDACTED]	per visit	[REDACTED]	[REDACTED]
7	Dartford Creek Barrier - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2021	[REDACTED]	per hour	[REDACTED]	[REDACTED]
8	Dartford Creek Barrier - On Site Planned Preventative Maintenance. ([REDACTED] during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2021	[REDACTED]	per visit	[REDACTED]	[REDACTED]
9	King George V Floodgate - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2021	[REDACTED]	per hour	[REDACTED]	[REDACTED]
10	King George V Floodgate - On Site Planned Preventative Maintenance. ([REDACTED] during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2021	[REDACTED]	per visit	[REDACTED]	[REDACTED]
Year 1 Services - Subtotal (ex VAT) £s						72,754.68
11	Thames Barrier Gates Bravo to Kilo - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2022	[REDACTED]	per hour	[REDACTED]	[REDACTED]
12	Thames Barrier Gates Bravo to Kilo - On Site Planned Preventative Maintenance. ([REDACTED] during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2022	[REDACTED]	per visit	[REDACTED]	[REDACTED]
13	Thames Barrier Gate Alpha - Off Site Technical Support - [REDACTED] per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2022	[REDACTED]	per hour	[REDACTED]	[REDACTED]

Item No	Item Description	Completion Date	Qty	Unit	Unit Price £s (ex VAT)	Total Price £s (ex VAT)
14	Thames Barrier Gate Alpha - On Site Planned Preventative Maintenance. () during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2022	■	per visit	■	■
15	Dartford Creek Barrier - Off Site Technical Support - () per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2022	■	per hour	■	■
16	Dartford Creek Barrier - On Site Planned Preventative Maintenance. () during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2022	■	per visit	■	■
17	King George V Floodgate - Off Site Technical Support - () per month. (available 08:00 to 20:00 hrs Monday – Friday, 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays).	30 June 2022	■	per hour	■	■
18	King George V Floodgate - On Site Planned Preventative Maintenance. () during Normal Working Hours 08:00 to 17:00 hrs Monday- Friday).	30 June 2022	■	per visit	■	■
Year 2 Services - Subtotal (ex VAT) £s						68,389.27
Total Contract Price (ex VAT) £s						141,143.95

3 SCHEDULE OF RATES – ON SITE FAULT RESPONSE

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

Table 3: On Site Fault Response – All sites

Item No	Item Description	Unit	Rate £s (ex VAT)
On Site 4 Hour Fault Response During Normal Working Hours (08:00 to 17:00 hrs Monday-Friday)			
19	Standard Call Out Charge.	per visit	■
20	Systems Engineer or equivalent.	per hour	■
On Site 4 Hour Fault Response Outside Normal Working Hours – Weekdays (17:00 to 08:00 hrs Monday-Friday)			
21	Standard Call Out Charge.	per visit	■
22	Systems Engineer or equivalent.	per hour	■
On Site 4 Hour Fault Response Outside Normal Working Hours - Weekends & Public Holidays (all day Saturday, Sunday & Public/Bank Holidays)			
23	Standard Call Out Charge.	per visit	■
24	Systems Engineer or equivalent.	per hour	■

Item No	Item Description	Unit	Rate £s (ex VAT)
On Site Minimum 5 Working Day Fault Response During Normal Working Hours (08:00 to 17:00 hrs Monday-Friday)			
25	Standard Call Out Charge.	per visit	████
26	Systems Engineer or equivalent.	per hour	████
On Site Minimum 5 Working Day Fault Response Outside Normal Working Hours – Weekdays (17:00 to 08:00 hrs Monday-Friday)			
27	Standard Call Out Charge.	per visit	████
28	Systems Engineer or equivalent.	per hour	████
On Site Minimum 5 Working Day Fault Response Outside Normal Working Hours – Weekends & Public Holidays (all day Saturday, Sunday & Public/Bank Holidays)			
29	Standard Call Out Charge.	per visit	████
30	Systems Engineer or equivalent.	per hour	████

3.2 Time based charges shall be calculated to the nearest half-hour.

3.3 No work shall be performed outside normal working hours without the prior permission of the Agency’s Contract Supervisor.

4 KEY PERSONNEL LIST

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

Table 4: Key Personnel List

Key Personnel (Name)	Staff Grade / Job Title	████████	Contract Role
██████████	██████████	████	████████████████████
██████████	██████████	████	████████████████████
██████████	██████████████████	████	████████████████████
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5 SERVICE PROVISION ADDRESS

5.1 The Services shall be provided at the following address(es):

Table 5: Service Provision Addresses

Item No	Qty	Service Provision Address	Service Contact
3-6,11-14, 19-30	All	The Environment Agency, Thames Barrier [REDACTED] [REDACTED]	
7,8,15,16, 19-30	All	The Environment Agency, Dartford Creek Barrier, [REDACTED] [REDACTED]	Tel: [REDACTED] [REDACTED]
9,10,17,18, 19-30	All	The Environment Agency, King George V Dock, [REDACTED] [REDACTED]	

6 INVOICING AND PAYMENT

6.1 Invoicing monthly in arrears, payment within 30 days from date of invoice. Invoices to be sent to the Agency at the following address:

SSCL
Environment Agency

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

Tel: [REDACTED]

Email: [REDACTED]

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SPECIFICATION

30229 MAINTENANCE OF TBAG CONTROL SYSTEMS

THE SERVICES:

1. Site Systems & Equipment

The TBAG Site Systems and Equipment to be supported and maintained are:

Thames Barrier:

Gates Bravo – Kilo

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Gate Alpha

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Dartford Creek Barrier:

- [REDACTED]
- [REDACTED]

King George V Floodgate:

- [REDACTED]
- [REDACTED]

2. Off Site Technical Support

Thames Barrier:

Gates Bravo – Kilo

Provide, [REDACTED] per month, off site telephone technical support, investigative, fault resolving and/or general support, relating to the maintenance of the control system.

Gate Alpha

Provide, [REDACTED] per month, off site telephone technical support, investigative, fault resolving and/or general support, relating to the maintenance of the control system.

Dartford Creek Barrier:

Provide, [REDACTED] per month, off site telephone technical support, investigative, fault resolving and/or general support, relating to the maintenance of the control system.

King George V Floodgate:

Provide, [REDACTED] per month, off site telephone technical support, investigative, fault resolving and/or general support, relating to the maintenance of the control system.

Telephone technical support to be available during the following hours:

- 08:00 to 20:00 hrs Monday – Friday;
- 10:00 to 16:00 hrs Saturday, Sunday & Public/Bank Holidays.

To be provided by a suitably skilled, experienced and qualified Systems Engineer(s) [REDACTED] and to the satisfaction of the Environment Agency (by prior interview at the Thames Barrier).

3. On Site Planned Preventative Maintenance

Planned preventative maintenance visits to be as follows:

Thames Barrier:

Gates Bravo – Kilo

- [REDACTED] man-days per year.

Gate Alpha

- [REDACTED] man-days per year.

Dartford Creek Barrier:

- [REDACTED] man-days per year.

King George V Floodgate:

- [REDACTED] man-days per year.

Perform the following on site maintenance, support visits or activities during normal working hours 08:00 to 17:00 hrs Monday – Friday:

1. Prior to each visit, complete relevant Risk Assessment and Method Statements and [REDACTED] [REDACTED] - where identified as necessary by the Environment Agency Contract Supervisor.
2. Gain all [REDACTED]
3. PLC Health check and back-up service [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
4. HMI Health check and back-up service [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
5. Control Room Equipment for Servers, Server PCs, Client PCs [REDACTED]
[REDACTED]
6. LV Assembly / Electrical Panels [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
7. Biannual Report [REDACTED]
[REDACTED] Copies to be provided to Electrical Team Leader and/or Contract Supervisor.

Note: The Thames Barrier Gate Alpha planned preventative maintenance to follow the pre-defined schedule as supplied as part of the project documentation.

To be provided by a suitably skilled, experienced and qualified Systems Engineer(s) [REDACTED] and to the satisfaction of the Environment Agency (by prior interview at the Thames Barrier).

4. On Site Fault Response – All Sites

Provide on site fault resolving, technical support, investigative and/or general support relating to the maintenance of the control systems across specified TBAG sites.

To be available on an as and when required 'call out' basis, with attendance on site within 4 hours during the following hours:

- During Normal Working Hours: - 08:00 to 17:00 hrs Monday to Friday;
- Outside Normal Working Hours - Weekdays- 17:00 to 08:00 hrs Monday to Friday;
- Outside Normal Working Hours - Weekends & Public Holidays – all day Saturday, Sunday & Public/Bank Holidays.

To be available on an as and when required 'call out' basis, with attendance on site within a minimum of 5 working days during the following hours:

- During Normal Working Hours - 08:00 to 17:00 hrs Monday to Friday.

To be provided by a suitably skilled, experienced and qualified Systems Engineer(s) [REDACTED] and to the satisfaction of the Environment Agency (by prior interview at the Thames Barrier).

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ENVIRONMENT AGENCY

CONDITIONS OF CONTRACT - SERVICES

ISSUE No 5 06/2018

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1 DEFINITIONS

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

- | | | |
|--------|------------------------------------|--|
| 1.1.1 | <u>the Agency</u> | The Environment Agency, its successors and assigns. |
| 1.1.2 | <u>Agency Property</u> | All property issued or made available for use by the Agency to the Contractor in connection with the Contract. |
| 1.1.3 | <u>the Appendix</u> | The appendix to these Conditions. |
| 1.1.4 | <u>the Contract</u> | These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing. |
| 1.1.5 | <u>the Contractor</u> | The person, firm, company or body who undertakes to supply the Services to the Agency as defined in the Contract. |
| 1.1.6 | <u>Contract Period</u> | The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services. |
| 1.1.7 | <u>Contractor Personnel</u> | All directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract. |
| 1.1.8 | <u>Contract Price</u> | The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the Services. |
| 1.1.9 | <u>Contract Supervisor</u> | Any duly authorised representative of the Agency, notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency. |
| 1.1.10 | <u>Contracting Authority</u> | Any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2105/102) as amended. |
| 1.1.11 | <u>Data Protection Legislation</u> | <ul style="list-style-type: none"> a) The General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time; b) The Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; c) All applicable Law about the processing of personal data and privacy. |

- 1.1.12 Data Protection Schedule The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.
- 1.1.13 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.
- 1.1.14 Law Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.
- 1.1.15 Notice Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:
a) fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;
b) first class post to the Contractor's registered office. Such Notices shall be deemed to have been served 48 hours after posting.
- 1.1.16 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.
- 1.1.17 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.
- 1.1.18 Permission Express permission given in writing before the act being permitted.
- 1.1.19 Services All services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.
- 1.1.20 Regulations The Public Contract Regulations 2015 (SI 2015/102) as amended.

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

2 PRECEDENCE

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

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

3 CONTRACT SUPERVISOR

- 3.1 The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about, the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4 THE SERVICES

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

5 ASSIGNMENT

- 5.1 The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 5.2 Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.
- 5.3 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6 CONTRACT PERIOD

- 6.1 The Contractor shall perform the Services within the time stated in the Appendix, subject to any

changes arising from Condition 10 (Variations) and/or Condition 11 (Extensions of Time).

7 PROPERTY

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

8 MATERIALS

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

9 SECURITY

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

10 VARIATIONS

- 10.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.
- 10.2 The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.
- 10.3 Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.
- 10.4 The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
- 10.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.
- 10.6 The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- 10.6.1 any Contracting Authority; or
 - 10.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
 - 10.6.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- 10.7 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11 EXTENSIONS OF TIME

- 11.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within 5 working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:
- 11.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.
 - 11.1.2 in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.
- 11.2 No extension of time shall be granted where in the opinion of the Agency, the Contractor has failed to use best endeavours to avoid or reduce the cause and/or effects of the delay.
- 11.3 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 (Termination) and 14 (Determination).

12 DEFAULT

- 12.1 The Contractor shall be in default if he:
- 12.1.1 fails to perform the Contract with due skill, care, diligence and timeliness;
 - 12.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;
 - 12.1.3 is in breach of Contract.
- 12.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least 5 working days in which to remedy the default.
- 12.3 If the Contractor fails to comply with such a Notice, the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13 TERMINATION

- 13.1 The Agency may immediately, without prejudice to any other rights and remedies under the

Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

- 13.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.
- 13.1.2 becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors, or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

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

- 13.2.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- 13.2.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- 13.2.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14 DETERMINATION

- 14.1 Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).
- 14.2 The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
- 14.3 The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15 INDEMNITY

- 15.1 Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:
 - 15.1.1 death or injury to any person;
 - 15.1.2 loss or damage to any property excluding indirect and consequential loss;
 - 15.1.3 infringement of third party Intellectual Property Rights;

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

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

16 LIMIT OF CONTRACTOR'S LIABILITY

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

16.1.1 the sum stated in the Appendix;

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

17 INSURANCE

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

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

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

18 PREVENTION OF FRAUD AND CORRUPTION

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

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

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

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

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

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

19 MONITORING AND AUDIT

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

20 CONTRACT PRICE

- 20.1 The Contract Price will be paid by the Agency to the Contractor, as amended by any variations ordered under Condition 10 (Variations).
- 20.2 In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21 INVOICING AND PAYMENT

- 21.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.
- 21.2 If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.
- 21.3 If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22 INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Contractor warrants to the Agency that the performance of the Services, shall not in any way infringe any Intellectual Property Rights of any third party.
- 22.2 The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.
- 22.3 If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 (Termination) and 14 (Determination).
- 22.4 All Results shall be the property of the Agency.
- 22.5 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered Intellectual Property Rights shall be filed in the name of the Agency.

23 WARRANTY

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

24 STATUTORY REQUIREMENTS

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

25 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

- 25.1 The Contractor in the performance of this Contract should adopt a sound proactive environmental

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

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

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

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

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

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

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

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

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

26 PUBLICITY

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

27 LAW

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

28 WAIVER

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

28.2 No waiver by the Agency shall be effective unless made in writing.

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

29 ENFORCEABILITY AND SURVIVORSHIP

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

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

30 DISPUTE RESOLUTION

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

30.2 If the parties' negotiators are unable to resolve the dispute within a period of 45 days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

30.3 If the parties' respective senior managers or directors are unable to resolve the dispute within 45 days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

30.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 45 days after the appointment of the mediator.

30.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

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

30.7 Any of the time limits in Condition 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31 GENERAL

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

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

32 FREEDOM OF INFORMATION ACT

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

32.2 The Contractor agrees that:

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

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

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

33 DATA PROTECTION

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

APPENDIX

30229 MAINTENANCE OF TBAG CONTROL SYSTEMS

		Condition No
1	Contract Supervisor Representative: Address: Tel: Email:	3
	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 60px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 270px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 130px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 70px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 65px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 125px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 345px; height: 15px;"></div>	
2	Contractor Representative: Address: Tel: Email:	
	<div style="background-color: black; width: 90px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 215px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 135px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 65px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 90px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 85px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 120px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 205px; height: 15px;"></div>	
3	Contract Period Start Date: Contract Period: Completion Date:	6
	01 July 2020 24 months 30 June 2022	
4	Insurance (Minimum Cover) Public Liability: Professional Indemnity:	17
	£2 million n/a	
5	Limit on Liability Limit of Contractor's Liability (PL): Limit of Contractor's Liability (PI):	16
	£2 million n/a	
6	Payment Frequency of Invoicing:	21
	Monthly in arrears	

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SPECIAL CONDITIONS

30229 MAINTENANCE OF TBAG CONTROL SYSTEMS

1 DEFINITIONS

[Additional Clauses]

- 1.1.21 Completion Date The date included in the Contract or where not so specified, the date included in the Programme of Work as the date upon which the Services are to be completed in accordance with the Contract.
- 1.1.22 Key Personnel Contractor's staff acknowledged to be in a supervisory or otherwise crucial role essential to the successful provision of the Services.
- 1.1.23 Key Personnel List List of all Key Personnel agreed at the commencement of the Contract.
- 1.1.24 Programme of Work The timing and sequence of events agreed between the Agency and Contractor for the performance of the Contract.
- 1.1.25 Schedule A schedule referred to in the Contract as forming part of the Contract.
- 1.1.26 Site The place specified by the Agency, where the Services are to be performed.

21 INVOICING AND PAYMENT

[Additional Clause]

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

Environment Agency
SSCL

[REDACTED]

[REDACTED]

[REDACTED]

Tel: [REDACTED] Email: [REDACTED]

34 PRICING

[Additional Condition]

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

35 HEALTH AND SAFETY

[Additional Condition]

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

36 KEY PERSONNEL
[Additional Condition]

36.1 The Contractor shall make available for the whole Contract Period any individual named in the Contract as Key Personnel, for the purposes of providing the Services.

36.2 No changes of any kind shall be made to the Key Personnel List, without the written agreement of the Contract Supervisor, which shall not be unreasonably withheld.

36.3 The Contractor shall provide the Contract Supervisor with whatever information he may reasonably require in support of any proposed change to the Key Personnel List.

37 QUALITY ASSURANCE
[Additional Condition]

37.1 The Contractor shall ensure that its Quality Assurance System meets the requirements of ISO 9002 (EN 29002 or equivalent).

38 CONFIDENTIAL INFORMATION
[Additional Condition]

38.1 Confidential Information shall comprise any information disclosed to, or made available to the Contractor and his agents and staff in connection with the Contract and the provision of the Services. This will include, but not be limited to the Agency's procedures, the Contract, the Results, any Intellectual Property Rights of the Agency, or any other information which could reasonably be regarded as confidential.

38.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information as in paragraph 1 of this Condition is:

38.2.1 given only to the minimum number of staff and then only to the extent necessary for each member of staff's activities in the provision of the Services;

38.2.2 treated as confidential and not disclosed, without the prior approval of the Contract Supervisor, to any other person.

38.3 Where, required by the Contract Supervisor, the Contractor will ensure his staff sign a confidentiality undertaking before commencing work on the provision of the Services and provide copies to the Contract Supervisor.

38.4 The Agency's remedies for breaches of paragraphs 1, 2 and 3 of this Condition shall not be limited to damages.

38.5 Nothing in this Condition shall prevent the Agency from disclosing such information relating to the outcome of the contract procurement process as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with EU Directives, or elsewhere in accordance with requirements of UK law on the disclosure of information.