



Department
for Environment
Food & Rural Affairs

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

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
T H White Ltd

[REDACTED]
[REDACTED]
[REDACTED]

Our ref: C22028
Date: 27th November 2023

Dear Sir,

Award of contract for the supply of Remote Mowers for the Environment Agency

Following your tender for the supply of Remote Mowers to Defra Group for the Environment Agency, we are pleased to award this contract to you.

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

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

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

Delivery Address

[REDACTED]

Date of Delivery

To be confirmed with receiver upon placing the order.

Packaging Instructions:

To be confirmed with receiver.

Additional Delivery Instructions: To be confirmed with receiver.

2. The charges for the Goods shall be as set out in Annex 2 / the Supplier's tender dated 31st October 2023.
3. The specification of the Goods to be Delivered is as set out in Annex 3 / the Supplier's tender dated 31st October 2023.
4. The address for notices of the Parties are:

Authority	Supplier
DGFS / Environment Agency	T H White Ltd [REDACTED] [REDACTED]
Attention: [REDACTED]	Attention: [REDACTED]
Email: [REDACTED] [REDACTED]	Email: [REDACTED]

5. The Authority may require the Supplier to ensure that any person employed in the supply of the Goods has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Goods.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED]

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

Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED]
[REDACTED] or, in their absence, [REDACTED] [REDACTED]
[REDACTED]

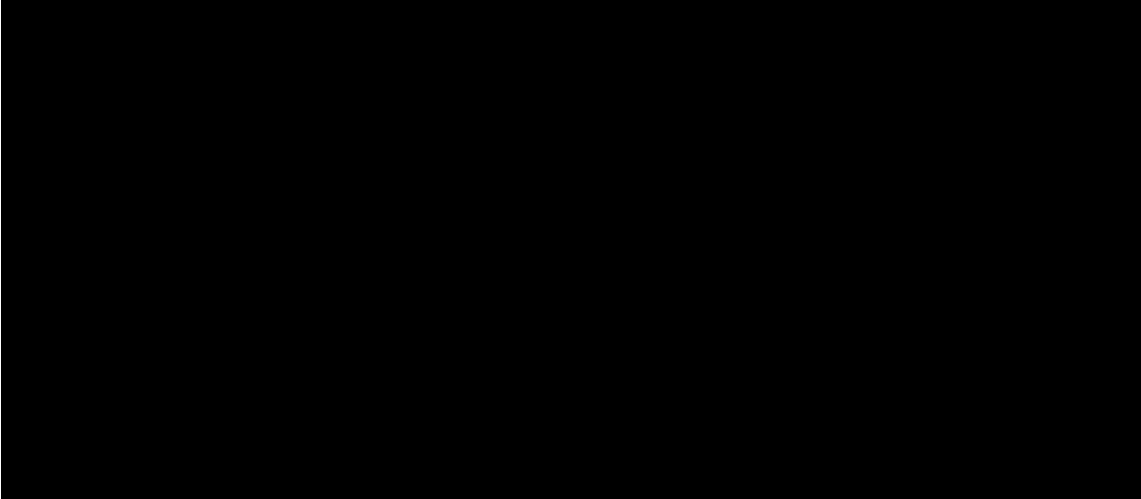
We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of T H White Ltd and within 7 days.

Yours faithfully,

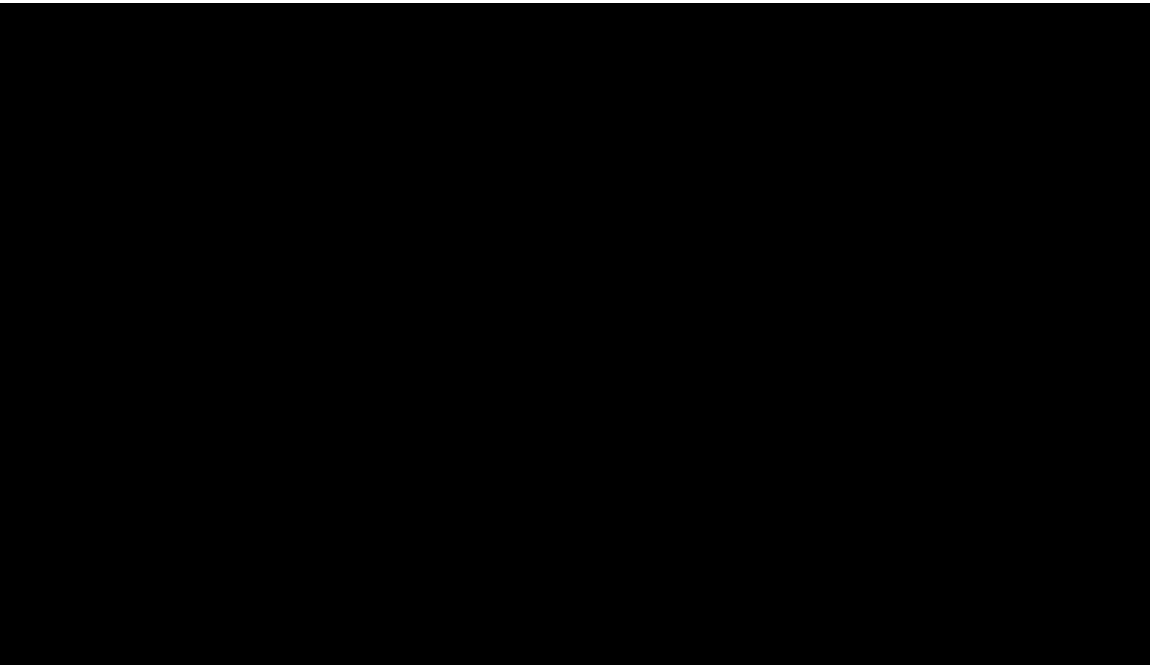
[REDACTED]
[REDACTED]
[REDACTED]

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

Signed for on behalf of the Supplier:



Signed for on behalf of the Authority:



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

Annex 1: Conditions of Contract

Schedule 3

Terms and Conditions of Contract for Purchase

(Call-Off Contract – Purchase: Lots 1)

1. “Parties” to this agreement:

1.1. Environment Agency, [REDACTED]

And;

1.2. [REDACTED] (“Supplier”)

2. Definitions

In these terms and conditions:

“Agreement”	means this call-off contract under the Framework between the Customer and the Supplier constituted by the Supplier’s acceptance of any Purchase Order issued by the Customer and includes the Purchase Order in its entirety;
“Commencement Date”	Means the commencement or start of this Agreement for the supply of Equipment by the Supplier to the Customer. The commencement date is 4 th December 2023. The initial contract terms shall be of 2 years expiring on 3 rd December 2025 and with a potential of 2 years extension period expiring on 3 rd December 2027;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller, Processor, Data Subject, Personal	have the meaning given in the UK GDPR;

Data, Personal Data Breach, Data Protection Office”	
“Customer”	means the organisation identified as the Customer in 1.1. A Customer must be a member of The Procurement Partnership Limited’s buying club;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Date of Delivery”	means the date and time by which the Equipment must be Delivered to the Customer, as specified in the Purchase Order;
“Deliver”	means the handover of Equipment to the Customer at the location and on the date and time specified in the Purchase Order. This may also be used in the context of the Customer collecting from the Supplier’s location (if applicable). This shall include unloading and any other specific handover arrangements agreed in accordance within a Purchase Order. Delivered and Delivery shall be construed accordingly;
“DPA”	means the Data Protection Act 2018 or any superseding Legislation;
“Equipment”	means grounds maintenance equipment, plant and handheld tools including electrical and mechanical items. It also means all other associated miscellaneous machinery, extra products, activities and services including spare parts/maintenance that are likely and

	reasonable to be required by Members or Contracting Authorities under a Call-off Contract pursuant to the nature of this Agreement;
“FOIA”	means the Freedom of Information Act 2000;
“Framework”	means the overarching NEPO and The Procurement Partnership framework agreement (Find a Tender Service Contract Notice reference 2021/S 214) for supply of Grounds Maintenance and Plant Equipment under which this Agreement is awarded;
“Information”	has the meaning given under section 84 of the FOIA;
“Information Commissioner’s Office”	means the United Kingdom’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/);
“Intellectual Property Rights”	<p>means</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);
“Mini-Competition”	means the process of reopening competition under the Framework for the purpose of identifying a Supplier with whom

	a Purchase Order is to be placed;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“PCR 2015”	means the Public Contracts Regulations 2015 (as amended);
“Price”	means the cost of Purchase for Equipment from the Supplier, identifiable from the Framework or through Mini-Competition;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase”	means the Purchase of Equipment and any ancillary service from the Supplier;
“Purchase Order”	<p>means a Customer’s notification to the Supplier of an order for the Purchase of Equipment. This may be issued by phone, email, facsimile or electronically via a system(s) based interface, this may be a bespoke web-based solution. For the purposes of this Agreement a Purchase Order shall include:</p> <ul style="list-style-type: none"> a) Customer details, including name, registered address and full contact details b) The required Delivery location; c) The date and time required for Delivery; d) The agreed invoicing schedule; e) The Equipment required and the volume. <p>The Purchase Order may include:</p>

	<p>f) A Purchase Order Number or other unique customer reference;</p> <p>g) Any additional specification(s) or requirement(s) that the Customer may reasonably require from the Supplier pursuant to this Agreement;</p> <p>h) A long-term commitment to purchase Equipment, e.g. for 12 months or longer;</p> <p>Any other necessary information, including additional terms and conditions supplementary to this Agreement;</p>
“Purchase Order Number”	means the Customer’s unique number relating to an order for Equipment to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Service Level”	means any minimum expected Service Levels associated with the supply of Equipment identified by the Customer;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided by the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Supplier”	means the person named as Supplier in clause 1.2 of this Agreement;

“UK GDPR”	means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3. Interpretation

3.1. In these terms and conditions, unless the context otherwise requires:

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

3.1.10. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4. Duration

- 4.1. This Agreement begins on the Commencement Date and will continue for a period of 48 months, or until all Equipment is Delivered, unless otherwise terminated in accordance with the terms of this Agreement, specifically Clause 21.

5. Basis of Agreement

- 5.1. The Purchase Order constitutes an offer by the Customer to Purchase the Equipment subject to and in accordance with the terms and conditions of this Agreement, the Purchase Order and the Framework.
- 5.2. The Customer in accessing the Framework to place a Purchase Order acknowledges their responsibility to ensure no breach of PCR 2015 or any other relevant statutory obligations.
- 5.3. The Customer by issuing a Purchase Order pursuant to this Agreement agrees that should the Customer breach PCR 2015 or any other statutory obligations, whether by intent or otherwise, the Framework and any parties associated with it shall not be held accountable, responsible or liable in any way.
- 5.4. The offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier on receipt by the Customer from the Supplier written notification of acceptance within two (2) working days of the date of the Purchase Order.
- 5.5. In the event of a conflict or any inconsistency in the terms and conditions of this Agreement, the following order of precedence shall apply:
 - 5.5.1. Main body (clauses 1 to 28) and any Annexes or Schedules associated of this Agreement;
 - 5.5.2. The Framework;
 - 5.5.3. For the avoidance of doubt any terms and conditions of sale issued by the Supplier shall not be applicable.

6. Purchase of Equipment

- 6.1. In consideration of the Customer's agreement to pay the Price, the Supplier shall Deliver the Equipment to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 6.2. In Delivering the Equipment, the Supplier shall co-operate with the Customer in all matters relating to the supply of the Equipment and comply with all reasonable Customer instructions.
- 6.3. The Supplier shall provide the Equipment in accordance with the Purchase Order. The Supplier warrants, represents, undertakes and guarantees that the Equipment supplied under the Agreement shall:

- 6.3.1. be free from defects (manifest or latent), in materials and workmanship and remain so for a reasonable duration of use;
- 6.3.2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement; and
- 6.3.3. and the Supplier itself shall, comply with all applicable laws.

7. Customer Responsibilities

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

8. Price, Payment and Recovery of Sums Due

- 8.1. The Price for Equipment shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the Purchase of Equipment.
- 8.2. Unless otherwise agreed in writing by the Customer, the Price shall be calculated in accordance with the Framework or the result of a Mini-Competition conducted under the Framework.
- 8.3. Pricing for Equipment under this Agreement may only vary in accordance with any terms covering price variation stated on the Purchase Order or Mini-Competition documentation.
 - 8.3.1. For the avoidance of doubt if the Purchase Order, and/or any Mini-Competition documents are silent on the matters of price variation then the Price shall not be amended or varied by any terms issued by the Supplier unless agreed by the Customer in writing.
- 8.4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Equipment Purchased.
- 8.5. The Supplier shall invoice the Customer on the basis agreed in the Purchase Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number (if applicable) and a breakdown of the Equipment Purchased in the invoice period.
- 8.6. The Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and, if necessary, includes a valid Purchase Order Number.
- 8.7. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 8.6 after a reasonable time has passed.

- 8.8. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of Equipment unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 21. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 25.
- 8.9. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 8.10.1. provisions having the same effects as clauses 8.5 to 8.9 of this Agreement; and
 - 8.10.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 8.5 to 8.10 of this Agreement.
 - 8.10.3. In this clause 8.10, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

9. Cancellation

- 9.1. The Customer shall have the right to cancel a Purchase Order for Equipment, or any part of a Purchase Order which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Price or that part of the Price for Equipment which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the reasonable costs the Supplier has incurred to fulfil the Purchase Order.
- 9.1.1. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

10. Delivery

- 10.1. The Supplier shall Deliver the Equipment to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and time to the address specified in the Purchase Order. Delivery of the Equipment shall be completed once the completion of Delivery (including any unloading required) at the stated address has taken place and the Customer has signed for the Delivery following handover and inspection.
- 10.2. Any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Equipment shall be provided without acceptance by the Customer of any liability in respect of any actions, claims, costs and expenses incurred by the Supplier or other third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs

and expenses, which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of their sub-contractors.

- 10.3. Delivery of Equipment shall be accompanied by a delivery or collection note which shows the Purchase Order Number (if applicable) and the type and quantity of the Equipment and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 10.4. Unless otherwise stipulated by the Customer in the Purchase Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 10.5. Where (i) the Supplier fails to Deliver the Equipment or part of the Equipment or (ii) the Equipment or part of the Equipment do not comply with the requirements of the Purchase Order, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
 - 10.5.1. request the Supplier, free of charge, to deliver suitable substitute Equipment within the timescales specified by the Customer;
 - 10.5.2. to require the Supplier, replace the rejected Equipment, or to provide a full refund of the price of the rejected Equipment (if paid);
 - 10.5.3. to reject the Equipment (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Equipment duly returned;
 - 10.5.4. to Purchase the same or similar Equipment from another supplier and to recover any reasonable expenses incurred in respect of Purchasing the Equipment from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

11. Ownership and Risk

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

12. Staff

- 12.1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 12.1.1. refuse admission to the relevant person(s) to the Customer's premises;
- 12.1.2. direct the Supplier to end the involvement in the supply of Equipment of the relevant person(s); and/or
- 12.1.3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

12.2. The Supplier shall:

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

13. Assignment and Sub-Contracting

- 13.1. The Supplier shall not without the written consent, which may not be unreasonably withheld, of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 13.3. The Customer may nominate preferred sub-contractors for use by the Supplier, the Supplier may not unreasonably refuse to use any such nominated sub-contractor. The Supplier shall be responsible for the acts and omissions of nominated sub-contractors as though those acts and omissions were its own.
 - 13.3.1. Liability for Equipment remains the responsibility of the Supplier until Delivery, regardless of whether any sub-contractors are nominated by the Customer and Equipment is transferred to the nominated sub-contractor for works. This is unless agreed otherwise in writing between the Supplier and any sub-contractor, but at no point will the Customer have any liability for Equipment that have not been Delivered.
- 13.4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

14. Intellectual Property Rights and Indemnity

- 14.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

- 14.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Purchase or use of Equipment, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 14.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Equipment and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

15. Governance and Records

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

16. Confidentiality, Transparency and Publicity

- 16.1.1. Subject to clause 16.2, each Party shall:
 - 16.1.2. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 16.1.3. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 16.2. Notwithstanding clause 16.1, a Party may disclose Confidential Information which it receives from the other Party:
- 16.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 16.2.2. to its auditors or for the purposes of regulatory requirements;
 - 16.2.3. on a confidential basis, to its professional advisers;

16.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

16.2.5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 16.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

16.2.6. where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 17.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 16.

16.3. The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

16.4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

16.5. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Customer is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Supplier's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

17. Freedom of Information

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

18. Protection and Security of Data

- 18.1. The Parties shall each share and Process the Relevant Personal Data under this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. The Parties anticipate and agree that each Party shall:
 - 18.1.1. act as a controller in respect of the Relevant Personal Data
 - 18.1.2. process that data to the extent necessary for their own legitimate purposes (whether or not such purposes are within the scope of this Agreement);
 - 18.1.3. be individual controller in respect of the Relevant Personal Data and therefore Article 26 of the UK GDPR does not apply to the Parties' activities under this Agreement.
- 18.2. Each of the Parties acknowledges and agrees that:
 - 18.2.1. it shall process the Relevant Personal Data in accordance with Annex 1 (Data Processing Particulars); and

- 18.2.2. Annex 1 is an accurate description of the Data Processing Particulars; and
- 18.2.3. where a Party is acting as controller in relation to its activities under this Agreement, it shall comply with its obligations under the Data Protection Legislation; and
- 18.2.4. where either Party collects personal data, which it subsequently transfers to the other Party for the purpose of providing, or enabling the provision of, the Services, it shall:
- 18.2.5. ensure that it is not subject to any prohibition or restriction which would:
 - 18.2.5.1. prevent or restrict it from disclosing or transferring the Relevant Personal Data to the other Party, as required under this Agreement; or
 - 18.2.5.2. prevent or restrict the other Party from processing the Relevant Personal Data for the Permitted Purposes; and
 - 18.2.5.3. ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements to enable the other Party to Process the Relevant Personal Data in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation; and;
- 18.2.6. ensure that the Relevant Personal Data are:
 - 18.2.6.1. adequate, relevant and limited to what is necessary in relation to the Permitted Purposes; and
 - 18.2.6.2. accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Relevant Personal Data, (having regard to the Permitted Purposes), has been erased or rectified.
- 18.3. Both parties agree to register and maintain a registration with the Information Commissioner's Office.
- 18.4. Each Party shall not, by its acts or omissions, knowingly cause the other Party to breach its respective obligations under the Data Protection Legislation.
- 18.5. Each Party shall notify the other Party of any subject access requests relating to the right to be forgotten and any links or copies of such data which should be erased in order that the other Party may comply with its obligations under Article 17(2) of the UK GDPR.
- 18.6. Customer acknowledges and agrees that the Supplier may transfer Relevant Personal Data to a third without its prior consent on the basis that the Supplier has in place a mechanism which ensures an adequate level of protection for such transfer, in accordance with the Data Protection Legislation.
- 18.7. Nothing in this Agreement shall:
 - 18.7.1. preclude either Party from Processing the Relevant Personal Data for their own legitimate purposes to the extent that each Party is legally entitled to do so in accordance with the Data Protection Legislation; or
 - 18.7.2. confer on either Party any right to Process the Relevant Personal Data for purposes which are outside the Permitted Purposes.

- 18.8. The Parties each accept responsibility for their own acts in procuring or processing for any purpose any additional personal data or sensitive personal data outside the scope of the Relevant Personal Data directly from Eligible Renter's or Authorised Driver's following termination of this Agreement.
- 18.9. Neither Party shall retain or Process the Relevant Personal Data for longer than is necessary to carry out the Permitted Purposes.
- 18.10. Notwithstanding Clause 18.9, the Parties shall continue to retain the Relevant Personal Data in accordance with any statutory or professional retention periods applicable in their respective industries.
- 18.11. Each Party shall notify the other without undue delay, following its receipt of any Data Subject Request or correspondence from the Information Commissioner's Office, which relates directly the Processing of the Relevant Personal Data under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request or Regulatory Body Correspondence and reasonable details of circumstances giving rise to it. In addition to providing the notice referred to in this Clause 18.12, each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or communication (whether written or verbal) with any Regulatory Body.
- 18.12. In respect of any actual Personal Data Breach related to the Services, each party shall notify the other Party of the Personal Data Breach without undue delay by email of becoming aware of a Personal Data Breach which is likely to have an impact on the other Party's business or Customers and each Party will provide reasonable assistance to the other to enable the parties to fulfil their respective obligations under Data Protection Legislation and to effectively communicate with the relevant Data Subjects and supervisory or regulatory authority.
- 18.13. All Relevant Personal Data shall be stored and retained in accordance with Supplier's privacy policy, accessible upon request from the Supplier.

19. Liability and Insurance

- 19.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 19.2. Subject always to clause 19.3
- 19.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Equipment, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £1,000,000; and
- 19.2.2. except in the case of claims arising under clauses 14.2 and 24.3, in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;

- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

19.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

19.3.1. death or personal injury caused by its negligence or that of its Staff;

19.3.2. fraud or fraudulent misrepresentation by it or that of its Staff;

19.3.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

19.3.4. any other matter which, by law, may not be excluded or limited.

19.4. The Supplier's liability under the indemnity in clauses 14.2 and 24.3 shall be unlimited.

19.5. The Supplier shall at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance; or ensure and be able to upon request from the Customer demonstrate it has the necessary assets and suitable provisions within their accounts to self-insure to the levels required by this Agreement:

19.5.1. Employers liability insurance in accordance with the Employer's Liability (Compulsory Insurance Act) 1969 with a limit of indemnity of not less than ten million pounds (£10,000,000) per claim or series of claims arising out of any one incident;

19.5.2. Public liability with a limit of indemnity of not less than ten million pounds (£10,000,000) per claim or series of claims arising from one event;

19.5.3. Product liability with a limit of indemnity of not less than one million pounds (£1,000,000) per claim or series of claims arising from one event.

20. Force Majeure

20.1. If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.

20.2. For the purposes of this Clause 20 the circumstances below are events of Force Majeure:

20.2.1. explosion;

20.2.2. war;

20.2.3. civil disorder;

20.2.4. fire or flood;

- 20.2.5. actual or threatened terrorist attack;
- 20.2.6. acts or legislation passed by Central Government that may impact the validity of any aspect of this Agreement;
- 20.2.7. exceptionally adverse weather conditions;
- 20.2.8. strike or lockout;
- 20.2.9. Act of God; or
- 20.2.10. Pandemic/epidemic.

21. Termination

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

- 21.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or
- 21.1.2. The Customer becomes aware of a serious infringement of the obligations under PCR 2015, in particular:
 - 21.1.2.1. This Agreement has been awarded following a substantial modification from the nature and intent of the Framework, to the extent that a new procurement procedure should have been conducted;
 - 21.1.2.2. The Supplier has, at the time of award of this Agreement been in one of the situations referred to in the PCR 2015 regulation 57 and should have therefore been excluded from being awarded this Agreement, unless suitable evidence was provided in accordance with 'self-cleaning' (regulation 57 clauses 13 – 17)
- 21.1.3. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 21.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- 21.1.5. the Supplier ceases, or threatens to cease, to carry on business; or
- 21.1.6. the Customer reasonably apprehends that any of the events in Clauses 21.1.3 to 21.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- 21.1.7. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or
- 21.1.8. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.

- 21.2. Either the Customer or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days notice is given.

22. Consequences Of Termination

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

23. Compliance

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

24. Prevention of Fraud and Corruption

- 24.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 24.2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 24.3. If the Supplier or the Staff engages in conduct prohibited by clause 24.1 or commits fraud in relation to the Agreement or any other contract under the Framework (including the Customer) the Customer may:
 - 24.3.1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of Equipment and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 24.3.2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

25. Dispute Resolution

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

26. General

- 26.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and

perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 26.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 26.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 26.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 26.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 26.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 26.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

27. Notices

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

27.3. Notices under clauses 20 (Force Majeure) and 21 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 27.1.

28. Governing Law and Jurisdiction

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

Annex 1: Data Processing Particulars

The subject matter and duration of the processing	<p>The processing of the Relevant Personal Data relates to the management of this Call-Off Contract in accordance with this Agreement:</p> <p>- Each of the Parties agree that under this agreement there should not be any exchange of Relevant Personal Data.</p>
The nature and purpose of the processing	<p>The nature of the processing of the Relevant Personal Data is set out below.</p> <p>N/A</p>
The type of Personal Data being processed	<p>N/A</p>
The categories of Data Subjects	<ul style="list-style-type: none">• N/A
Permitted Purpose	<p>The parties agree to process the Relevant Personal Data only for the following purposes:</p> <p>1. N/A</p>

Annex 2: The Supplier’s Tender dated 31st October 2023

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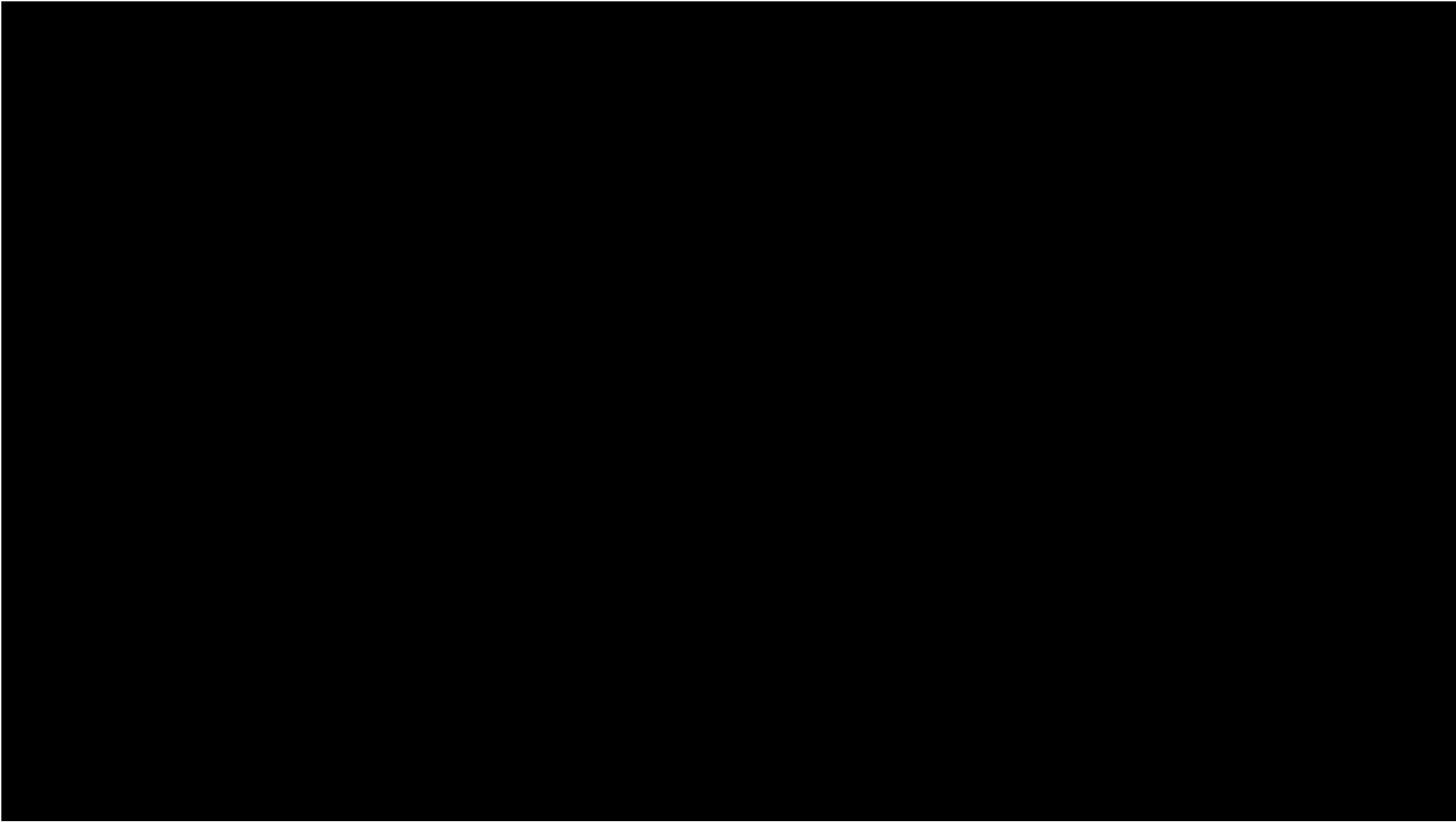
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Annex 3: Specification

The technical specification for both Remote Tracked Mowers and Wheeled Remote Mowers. These form part of the contract as the requirements set out by the Authority.

Standards and Quality

The product supplied must:

- Meet the industry quality standards
- Be manufactured to the agreed specification as above
- Champion safe loading practices

Our evaluation process will be intended to identify best practice and quality in these areas to achieve Value for Money (VFM). We intend to award this contract to one supplier only. The supplier may have sub-contractors to fulfil the orders however the successful supplier will be solely responsible for the delivery and all contract management under this tender including but not limited to ensuring the specification is fulfilled.

Mandatory safety and compliance standards

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to:
- Lifting, Electrical, Noise, Vibration, Type Approval etc.
- In general, when providing equipment to Defra Group Fleet Services (DGFS) the supplier needs to:
- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity.
- Marking of the product for traceability.
- Equipment must not be modified from Original Equipment Manufacturers (OEM) design specifications.
- Operators Manual must be presented with the machine and to include supplementary information on any additional equipment fitted. All Manuals and signage supplied must be in English.

- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Flashing amber warning beacons must be fitted and visible 360 degrees around the machine.
- EA Blue Plate fitment with relevant information to be attached to remote mower (DGFS to supply blue plate)
- EA roundels for blue plate (DGFS to supply roundels).
- Safe access must be provided enabling operator to refuel, conduct routine maintenance or store ancillary equipment.
- All external fuel caps, covers and storage must be secured by key or other locking device.
- Ignition and isolation controls must be accessible to the operator.
- EA (Environment Agency) specification Biodegradable hydraulic oil must be used.
- All additional equipment requirements will be listed in the Tender specification.

Attachments and Ancillaries

Additional equipment all listed above must be supplied with a manufacturers certificate of conformity and be CE marked. Each supplier is wholly responsible for ensuring the compatibility of any attachments. All attachments and ancillaries must be tested and fully functional prior to delivery. Evidence must be submitted and approved by the Contract Manager prior to delivery.

Quality Certification

The suppliers are encouraged hold the following and evidence as part of the tender response.

- ISO9001 Quality management system accredited or equivalent
- ISO14001 Environmental management accredited or equivalent
- ISO45001 Occupational Health & Safety accredited or equivalent

Our evaluation process is intended to identify bidders' quality standards that achieve the best product quality and services available in the market whilst achieving value for money.

Materials

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

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

Delivery and documentation

The suppliers will be required to deliver a range of depots. Delivery or collection will be confirmed with the supplier post contract award. We expect the suppliers to manage and organise deliveries in line with our strategy to reduce carbon associated with this contract(s), this will include consideration of low loader transport to increase multiple deliveries. The suppliers will ensure all drivers used to deliver our vehicles are fully DVSA licence checked.

An asset inspection handover sheet should be completed, this document must be signed, dated and all equipment and ancillaries confirmed as part of the vehicle handover with the representative accepting delivery of the equipment for DGFS. The Environment Agency will complete rigours testing of the running of the mowers within 12 weeks of delivery.

The Mowers must be delivered with the following documentation and manuals detailing and to be submitted with delivery.

- Complete inventory of all equipment including make, model and serial numbers
- Certifications of conformity and compliance.
- Warranty documentation
- Electrical Safety certificates

Warranty

The suppliers shall ensure that the mowers shall be covered by a warranty for a minimum of 24 months from delivery, including any ancillaries.

The supplier will be expected to cover the warranty of any works completed by Sub-contractors on their behalf.

After Sales Care

The suppliers will provide after sales support such as;

- Customer support function
- Assistance as required investigating reported faults or failures
- Warranty information and rectification processes
- Assist our maintenance provider with any queries relating to the service and inspection of the asset or any ancillary equipment.

The suppliers must keep full records of any ancillary equipment including make, model and part numbers to support after sales care, they will be expected to provide full support to our 3rd party maintenance provider for any ongoing maintenance. The supplier must keep hold of all of the documentation until the warranty period expires and will be required to be handed over to Defra's maintenance supplier.

Each supplier will respond to any notified failures of equipment and ensure rectification of any warranty related items is completed within 28 days of notification.

Health and Safety

All works provided by the suppliers must be executed in accordance with the latest Health & Safety Legislation. The supplier must have in place appropriate Health and Safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that each supplier is wholly responsible for the Health and Safety of their personnel and Sub-Contractors.

The suppliers must be able to always demonstrate throughout the life of the contract. They have effective arrangements for managing risk, lone working and supervision for their personnel, Sub-Contractors, and Maintenance Providers, undertaking any work on our premises.

Each supplier will ensure that all delivery vehicles and drivers comply with the current Transport Legislation for the UK and if working to EU Drivers Regulations they comply with said regulations

The suppliers will be responsible for reporting accidents and incidents, involving their undertaking of the contract, to the Contract Manager within 24 hours. In this instance the supplier must provide a copy of their investigation report within 14 days, and the report must consider the guidance contained in the HSE publication HSG 245, 'Investigating Accidents and Incidents'. The supplier will also share lessons learnt and best practice in relation to accidents and incidents relative to similar contracts.

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

The suppliers will ensure all their personnel and Sub-Contractors, used to deliver work under this contract are fully trained and competent to undertake the work as directed.

Any supplier's personnel or Sub-Contractors used to deliver work under this contract when visiting our sites must sign into our premises and adhere to all site-specific health and safety rules, including but not limited to specific PPE, pollution prevention equipment or other safety equipment, and what to do in an emergency. In the event that the site requests a risk assessment and/or a method statement this should be provided and agreed with the requester in advance.

Training

The supplier must provide a training session on the equipment provided at an EA site for up to 10 operatives within 1 month of supply. They must supply operating manuals, and all certifications. Further online support must be made available to EA staff.

Sustainability

Working with the Environment Agency

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

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

eMission 2030 is broken down into 4 priority areas:

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

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

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

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

The suppliers must commit to the following.

- Understand our eMission 2030 commitments, their importance to us and how they link to the delivery of the services under this contract.
- Actively work with us to achieve the Government Fleet commitments of 100% of our car and van fleet being zero emission vehicles by 2027.
- Actively work with us to meet our process as it evolves and becomes established.

- Be open and transparent with us about the social and environmental impacts of the work delivered under this contract, the risks and opportunities and work to address these.
- Provide us with relevant data, evidence and examples to demonstrate the progress being made.
- Carry out valid carbon reduction activity throughout the life of the contract. This might include areas such as energy use, travel and resource consumption.

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

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

We also have an environmental management system (EMS) that is certified to ISO14001:2015 standards which incorporates our procurement and supply chain activities. As part of our EMS, we take a full lifecycle approach to the identification and management of the significant environmental risks and opportunities in our procurement activities. The suppliers shall ensure that the services are performed in a manner which is always consistent with the Employer's Environmental Management Systems/Principles.

Each Supplier will.

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

The Suppliers may be asked to provide a supply chain map of the products offered as part of this contract.

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

Recognising this contract will run for up to 4 years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

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

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

- Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.
- The suppliers must actively reduce the number of resources that will be used to deliver this contract throughout its duration.
- The suppliers must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The suppliers are to provide 100% reusable or recyclable packaging. Any packaging that cannot be reused or recycled will need to be substituted for those that can. The suppliers must not use single use plastics packaging as part of the contract.
- All paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- All hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non-solvent-based degreasers must be used in all cases.

Work carried out as part of this contract must.

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

Pollution Prevention

The Suppliers and its Sub-Contractors shall ensure compliance with all Environment Agency and Defra pollution prevention procedures and processes whilst on site. They must always act in line with legal responsibility and good environmental practices.

The Suppliers and its Sub-Contractors will:

- Ensure familiarisation of site drainage plans and appropriate working location before commencing works.
- Adhere to all on site Environment Agency pollution prevention procedures and processes.
- Carry appropriate spill kits and be competent in how to use them

- Report Incidents and Near Misses in line with Environment Agency guidelines, including but not limited, to the monitoring and reporting of hose and oil leaks.

Reporting of environmental incidents and near misses

All environmental incidents and significant near misses must be reported to the Environment Agency Incident Hotline 0800 80 70 60 at the earliest opportunity, and then to the Contracts Manager.

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

Waste

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

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

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

Risks to be considered include but are not limited to:

- the impact of extreme weather events
- any new or proposed legislation
- material scarcity issues
- reputational impact

- impacts in the supply chain that go against the sustainability standards and objectives outlined this schedule.

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

People and Communities

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

We are committed to ensuring the people we employ and those in our supply chain are paid a real living wage, have good working conditions, and are protected from modern slavery. The supplier will need to demonstrate through the life of this contract that they are addressing and working on these issues and will be asked how they contribute to meeting them. The suppliers will ensure staff directly employed by them are paid a [real living wage](#).

Contract and Performance Management

Account Management

The suppliers shall within their tender provide the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have industry experience, technical and operational knowledge. The Account Manager will be the single point of contact for equipment and contract queries, quotations, and placement of orders.

The suppliers must inform the DGFS/MAs Contract Manager of any proposed changes to account management staff throughout the duration of the contract.

The named Account Manager shall oversee the operation of all the services and provide expert advice on all equipment supplied to us.

The Account Manager and/or the account management team shall as a minimum be required to:

- Ensure that all the Goods & services utilised by us are delivered in accordance with the standards stated in the contract
- Manage complaints and issues through to resolution including escalating as appropriate

Implementation Plan

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

- Manufacture timescales – if not available “off the Shelf”
- Delivery timescales
- Customer service contact and named technical expert
- A testing and acceptance plan which will include:
 - o A full pre-delivery inspection of mowers

Order Process and Delivery Schedule

DGFS will supply an official purchase order to cover the procurement of the assets from the supplier, this will confirm the delivery location(s), contact name and number details.

The supplier must confirm a delivery schedule based on this order and provide details of delivery. We are looking for a tight delivery timescale of delivery by the 31st March 2024 for all of the assets. The updates must contain the following information.

- Confirmed delivery date of mowers and all attachments and/or trailers.
- Familiarisation Training – offering both in person and online versions.
- Technical details

Performance Reporting

At tender stage the supplier must supply performance specifications of mowers and attachments.

Supplier Performance Measures (SPM)

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

NO	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	All orders to be delivered in accordance with the tender offer within the call for competition procedure	100% of orders to be compliant with the required specification and any applicable legislation	Performance report ahead of delivery meeting
2	Assets to be delivered as per the order and to the required specification standards and all	100% of assets to be delivered to requested standards	Performance report ahead of delivery meetings

	applicable legislation		
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Issue Resolution

The suppliers shall ensure that any issues or complaints received directly from us are acknowledged within 10 working day of the details being received.

We will require that immediate action is taken to resolve all queries and complaints and that a full written explanation is provided. The suppliers shall keep us informed with the progress of our complaint at regular intervals until it is resolved. The suppliers shall record all complaints together with the actions and timescales taken to resolve and include these on the performance report. In all cases complaints shall be resolved within 21 working days.

Invoice and Payment Systems

The suppliers will invoice the Environment Agency post-delivery to the value of original quotations and purchase order these should include delivery charges.

We will confirm payment profiles as part of contract implementation. However, In accordance with the

Government Prompt Payment Initiative, we pay our suppliers within 30 working days from receipt of invoice. We require a commitment from each supplier that they will pay any sub-contractors, who is used under this contract, within a maximum of 30 working days from receipt of invoice.

The suppliers must present an official VAT invoice stating the valid purchase order number to:

Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure costs and any additional costs are validated to ensure they are fair and reasonable. This includes any developments which incur costs varying from the original tender response, additional services, and transport costs. We appreciate any design development will incur a variation to pricing within the contract term, however the suppliers will need to evidence price variations against material, manufacturing, fitting, and labour costs. We may undertake independent benchmarking reviews to ensure the prices represent good value within the market. The suppliers will support these activities to provide full transparency of their pricing for the goods and/or services provided.

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

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

Supply Chain Management

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

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

Business Continuity Management

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

The suppliers will inform our Contract Manager of any disruption to the service within 1 working day.

Contractor’s Responsibilities

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

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

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

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

Future requirements

Whilst this procurement covers the purchase of 80 mowers for delivery by the 31st March 2024, other mowers may be required under this contract in the future. There is currently no budget or business approval for these beyond the above stated and any future requirements will be discussed with the successful supplier.

Wheeled Remote Mower Tender Specifications

Remote Controlled Embankment Cutters – Bid Document

Specification

Introduction

Defra Group Fleet Services (DGFS) requires the supply of remote-controlled embankment cutters to reduce the risk associated with ride-on equipment.

Technical Specification

The remote-controlled embankment-cutters must meet or exceed the following specification.

Full electric or hybrid drivetrain to be considered with equal technical specifications.

Engine

- Petrol, delivering between 18–26 hp.
- Noise level below 85dba. (Personal Protective Equipment required above 85dba)
- Emissions level: Minimum Stage 5

Wireless Range

- Minimum 30 Meters+

Cutting Deck

- Minimum cutting width 0.8 metres
- Power assisted adjustable cutting height.
- Debris suppression guard

Working Angle

- Minimum 40 Degree+

Transmission

- 4 wheeled drive and 4 wheeled steer.
- Wheeled
- The machine must be capable of operating on and be supplied with manufacturers approved bio-degradable hydraulic oil.

Remote Control

- Emergency stop control. The control should be of the hold-to-run type, stops motion when controls are released.
- Automatic safe mode if equipment leaves the control range.
- Remote control box must be low weight with overhead and waist strap.
- 360-degree manoeuvrability.
- Engine speed control.
- Spare battery for remote box with means of recharging from the machine.

- Shoulder / waist support sling.

General Items

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.

In general, when providing equipment to the Defra Group Fleet Services the supplier needs to:

- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity
- Marking of the product for traceability.
- LED flashing amber beacon with 360-degree visibility
- EA Blue Plate with relevant information to be attached to remote mower (DGFS to supply blue plate)
- EA roundels fitment for blue plate (DGFS to supply roundels)
- Rated anchor / lifting points clearly marked with SWL (Safe Working Load)
- All external fuel caps/covers must be able to be secured by key or other locking device.
- Ignition/isolation switches must be able to be isolated by key.
- All safety catches, pins and safety clips must be in place and in working order.
- Emergency stop operation independent of remote-control unit.
- Automatic cut out in the event exceeding the maximum range of remote unit.
- Any attachments fitted must enable the base machine to comply with the Manufacturers permitted gross weights.
- Guarding must be fitted around moving or hazardous machinery preventing unauthorised/accidental access.
- Guarding to minimise the ejection of debris.
- Mechanical brake release in the event of breakdown

Safety

- Machine to be fitted with signage stating maximum safe slope angle the equipment is designed to operate on
- The machine must comply with all current safety standards applicable to this type of equipment for use in the UK
- Equipment must not be modified from Manufacturers' Original Equipment specifications.
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Machine to fully comply with current PUWER (Provision and Use of Work Equipment Regulations) and the Defra Group Fleet Services own safety and stability standards. Please refer to Safety Standards document.
- Manufacturer to supply familiarisation training to operatives to supplement the EA accredited training.

Warranty & Maintenance

Suppliers are to provide a minimum of 24- Months warranty from date of delivery.

Defra Group Fleet Services currently use third party maintenance suppliers who will arrange required maintenance, in line with manufacturers recommendations, and any repair work to be carried out during and beyond the warranty period. It is a requirement that the use of a third-party supplier under such arrangements will not result in the warranty being invalid.

Operator Familiarisation

- A familiarisation session will be required by Environment Agency Operations and Defra Group staff at point of delivery. Names of attending staff will be provided by Defra Group Fleet Services.
- Sessions should cover operation of all key and specialist features.

- Supplier to record attendees and provide signed copies to Defra Group Fleet Services

Attachments

A list of Manufacturer approved attachments must be provided subject to EA approval.

Documentation

All machines and attachments supplied under this contract must at point of delivery have the following documentation.

- Manufacturers declaration of conformity
- Attachments – written confirmation that the attachment is compatible for the machine if the attachment is not part of the manufacturer's product range.
- Operator handbook for machine and any attachment. To include service and maintenance regime for the machine and attachments and printed in English.
- Operators Manual must be present with the machine and to include supplementary information on any additional equipment fitted. For non-UK manufactured machines, the Operators Manuals supplied must be in English.

General specifications applicable to all trailers

Introduction

Defra Group Fleet Services has a requirement for the supply of trailers where required suitable for towing purchased equipment.

All trailers provided under this Framework must:

- Conform to The Road Vehicles (construction and use) regulations 1986, The Road Vehicles Lighting Regulations 1989 and the European Whole Vehicle Type Approval (ECWVTA) standards.

Fitted with a manufacturer's weight plate displaying:

- Gross Trailer Weight (GTW),
- Unladen Weight,
- Trailer Payload
- Permissible Axle Weights

Trailer should also be supplied with:

- CE markings
- Any relevant Health and Safety markings/warnings such as Safe Working Load (SWL)
- Rated lashing points with SWL clearly marked.
- EA Blue Plate with relevant information to be attached to trailer (DGFS to supply blue plate)
- EA roundels for blue plate (DGFS to supply roundels)
- 50mm locking ball hitch.
- 13-pin socket and 13-7pin adapter
- Manufacturer must supply with each trailer.
- Manufacturer recommended maintenance schedule and instructions for the trailer and any fitted equipment.
- Full operating instructions and with Manufacturer's Information for the trailer and any fitted equipment (handbooks including technical data covering towing weights / tyre pressures / pre-use checks etc.)
- Certificate of conformity with EU regulations
- Any relevant safety certificates relating to the trailer and/or fitted equipment.
- Following modifications or the fitting of ancillary equipment, the supplier is required to have trailer weighed and issue a weigh bridge ticket on delivery. If different from original GTW manufacturers plate needs to reflect change
- Constructed from either galvanised steel or aluminium alloy.
- Delivered to agreed National locations in a completed condition, compliant with the Road Traffic Regulation Act and with no requirement for self-assembly.
- Supplied with LED lighting complying with current lights and lighting regulations (Chapter 8 Construction and Use

for working on or adjacent to the highway). Jockey wheels must be of the type that cannot self-wind down during transport.

- Supplied with hitch locks to be incorporated within the coupling allowing single suite key options.
- Trailers other than the 750kg Gross Trailer Weight, be braked in accordance with the regulations relating to overrun braking systems.
- Supplied with wheel nut indicators (WNI) fitted; all WNI to be high visibility (yellow) plastic compatible with the trailer wheel nut/bolts.
- Displayed operational tyre pressure stickers and to include wheel nut torque and identify fitment information above each wheel.
- Rated heavy duty tie down hooks at 600mm centres to the outside and inside of the trailer. The supplier is required to state the load rating of tie down points for all trailers. Total load rating of all tie downs should equate to maximum payload as a minimum.
- Supplied with one pair of wheel chocks fixed to the trailer in mounting brackets.
- 24-month parts warranty incorporating all parts and labour.
- The supplier to ensure that any trailers supplied under 3500kg gross weight, and not subject to an annual test, they will keep records of trailers sold and allow the Environment Agency access to this information for 10 years. These records to include details of the type approval Certificate of Conformity or Individual Vehicle Approval (IVA) certificate which covers the trailer
- Constructed using a heavy-duty sub chassis of either box section or channel.
- The floor is to be covered in phenolic boarding or similar and sealed around the edges. The flooring and under floor supports are to be sufficient to safely transport, load and unload the embankment cutting equipment identified for transportation on this trailer. All flooring used should be non-slip.
- The side boards and headboard are to be constructed from either heavy-duty aluminium alloy or galvanised steel fitted with anti-loose fasters.
- Suspension to be of the solid beam type (incorporating rubber suspension within the beam), or leaf springs incorporating heavy duty hangers.
- Eye locks to be supplied when eye coupling options ordered.
- Prop stands to the rear and forward of the trailer.

Optional

- Non-slip high tail gate loading ramp (to allow the loading of light wheeled loads).
- Loading winch on draw bar (safety braked type). Winch SWL be equivalent to maximum payload as a minimum.
- Option to supply spare wheel. Spare wheel to be mounted so as not to impede normal operation of trailer.
- Option to fit stabiliser devices to the trailer.
- Option to fit 40mm eye coupling and suitable eye coupling locking device.

Contract Management

Delivery will be at various Defra and Environment Agency locations around England. All orders must be completed and delivered within 12 weeks of the order date.

The Contractor will be expected to plan deliveries to minimise carbon production, mileage and carbon footprint must be included in quarterly management information.

When making deliveries to Environment Agency sites the Contractor must ensure that they have signed into a premises or site and are aware of specific site safety rules. This may include the mandatory use of PPE, pollution prevention equipment or other safety equipment, what to do in an emergency. It is the responsibility of the Contractor to complete a full risk assessment of the delivery including any lifting operation that may be required.

Remote Controlled Embankment Cutters - Technical Response

Please describe your proposed equipment with regard to each of the sections of the specification.

Please also provide the key technical specification information in the table below (copy for multiple models).

Information	Specification
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Required – duplicate for additional models	of equipment proposed
Make/Model	
Engine Size (hp)	
Unladen Weight (kg) including all optional equipment and full fluids	
Cutting Width (mm)	
Cutting Height (mm) state adjustable range	
Dimensions: Length (mm)	
Dimensions: Width (mm)	
Dimensions: Height (mm)	
Turning Circle (mm)	
Speed range (km/h)	
Peak Noise Level in operating position (dba)	
Remote Operating range (Mt)	
Remote Frequency range (Hz)	
Operational inclines machine is capable of	

Tracked Remote Mower Tender Specifications

Remote Controlled Embankment Cutters – Bid Document

Specification

Introduction

Defra Group Fleet Services (DGFS) requires the supply of remote-controlled embankment cutters to reduce the risk associated with ride-on equipment.

Technical Specification

The remote-controlled embankment-cutters must meet or exceed the following specification.

Technical Specification 1.1 will have a petrol engine of between 17-28 hp and have a minimum cutting width of 1m+

Technical Specification 1.2 will have a diesel engine of between 40-50 hp and have a minimum cutting width of 1.3m+

Technical Specification 1.3 will have a diesel engine of between 60-75 hp and have a minimum cutting width of 1.3m+

Full electric or hybrid drivetrain to be considered with equal technical specifications as above.

Engine

- Petrol, delivering between 17–28 hp
- Diesel, delivering between 40-75 hp
- Noise level below 85dba (PPE (Personal Protective Equipment) required above 85dba)
- Emissions level: Minimum Stage 5

Wireless Range

- Minimum 30 Meters+

Cutting Deck

- Minimum cutting width 1m (petrol mowers) and 1.3m (diesel mowers)
- Power assisted adjustable cutting height
- Hydraulically actuated debris suppression guard

Working Angle

- Minimum 40 Degree+

Transmission

- Hydraulic, Hydrostatic
- Tracked
- The machine must be capable of operating on and come supplied with manufacturers approved bio-degradable hydraulic oil.

Remote Control

- Emergency stop control. The control should be of the hold-to-run type, stops motion when controls are released.
- Automatic safe mode if equipment leaves the control range.
- Remote control box must be low weight with overhead and waist strap.
- Remote operating range up to a maximum of 150m
- 360-degree manoeuvrability
- Engine speed control
- Spare battery for remote box with means of recharging from the machine.
- Shoulder / waist support sling.

General Items

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.

In general, when providing equipment to the Defra Group Fleet Services the supplier needs to:

- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity
- Marking of the product for traceability.
- LED flashing amber beacon with 360-degree visibility
- EA Blue Plate fitment with relevant information to be attached to remote mower (DGFS to supply blue plate)
- EA roundels fitment for blue plate (DGFS to supply roundels)
- Rated anchor / lifting points clearly marked with SWL (Safe Working Load)
- All external fuel caps/covers must be able to be secured by key or other locking device.
- Ignition/isolation switches must be able to be isolated by key.
- All safety catches, pins and safety clips must be in place and in working order.
- Emergency stop operation independent of remote-control unit.
- Automatic cut out in the event exceeding the maximum range of remote unit.
- Any attachments fitted must enable the base machine to comply with the Manufacturers permitted gross weights.
- Guarding must be fitted around moving or hazardous machinery preventing unauthorised/accidental access.
- Guarding to minimise the ejection of debris.
- Mechanical brake release in the event of breakdown

Safety

- Machine to be fitted with signage stating maximum safe slope angle the equipment is designed to operate on
- The machine must comply with all current safety standards applicable to this type of equipment for use in the UK
- Equipment must not be modified from Manufacturers' Original Equipment specifications.
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Machine to fully comply with current PUWER (Provision and Use of Work Equipment Regulations) regulations (Provision and Use of the Work Equipment Regulations) and the Agency's own safety and stability standards. Please refer to Environment Agency Safety Standards
- Manufacturer to supply familiarisation training for EA (Environment Agency) operatives to meet LANTRA standard of familiarisation training.

Warranty & Maintenance

Suppliers are to provide a minimum of 24- months warranty from date of delivery.

Defra Group Fleet Services currently use third party maintenance suppliers who will arrange required maintenance, in line with manufacturers recommendations, and any repair work to be carried out during and beyond the warranty period. It is a requirement that the use of a third-party supplier under such arrangements will not result in the warranty being invalid.

Operator Familiarisation

- A familiarisation session will be required by Environment Agency Operations and Defra Group staff at point of delivery. Names of attending staff will be provided by Defra Group Fleet Services.
- Sessions should cover operation of all key and specialist features.
- Supplier to record attendees and provide signed copies to Defra Group Fleet Services

Attachments

A list of Manufacturer approved attachments must be provided by the supplier to include but not limited to:

- Rotary Mower
- Flail head (Option of hammer flails or cutting flails)
- Heavy Duty Flail head (Option of hammer flails or cutting flails)
- Mulcher
- Cutting Bar (Heavy duty)
- Rake

Documentation

All machines and attachments supplied under this contract must at point of delivery have the following documentation.

- Manufacturers declaration of conformity
- Attachments – written confirmation that the attachment is compatible for the machine if the attachment is not part of the manufacturer's product range.
- Operator handbook for machine and any attachment. To include service and maintenance regime for the machine and attachments and printed in English.
- Operators Manual must be present with the machine and to include supplementary information on any additional equipment fitted. For non-UK manufactured machines, the Operators Manuals supplied must be in English.

General specifications applicable to all trailers

Introduction

Defra Group Fleet Services has a requirement for the supply of trailers where required suitable for towing purchased equipment.

All trailers provided under this Framework must:

- Conform to The Road Vehicles (construction and use) regulations 1986, The Road Vehicles Lighting Regulations 1989 and the European Whole Vehicle Type Approval (ECWVTA) standards.
- Fitted with a manufacturer's weight plate showing:
 - Gross Trailer Weight (GTW),
 - Unladen Weight,
 - Trailer Payload
 - Permissible Axle Weights

Trailer should also be supplied with:

- CE markings
- Any relevant Health and Safety markings/warnings such as Safe Working Load (SWL)
- Rated lashing points with SWL clearly marked.
- EA Blue Plate with relevant information to be attached to trailer (EA to supply blue plate)
- EA logos and roundels for blue plate (EA to supply logos and roundels)
- 50mm locking ball hitch.
- 13-pin socket and 13-7pin adapter
- Manufacturer must supply with each trailer.
- Manufacturer recommended maintenance schedule and instructions for the trailer and any fitted equipment.
- Full operating instructions and with Manufacturer's Information for the trailer and any fitted equipment (handbooks including technical data covering towing weights / tyre pressures / pre-use checks etc.)
- Certificate of conformity with EU regulations
- Any relevant safety certificates relating to the trailer and/or fitted equipment.
- Following modifications or the fitting of ancillary equipment, the supplier is required to have trailer weighed and issue a weigh bridge ticket on delivery, If different from original GTW manufacturers plate needs to reflect change
- Constructed from either galvanised steel or aluminium alloy.
- Delivered to various locations throughout England in a completed condition, compliant with the Road Traffic Regulation Act and with no requirement for self-assembly.
- Supplied with LED lighting complying with current lights and lighting regulations and of the resistor type to ensure vehicle light warning system is operative be fitted with heavy duty adjustable jockey wheels. All jockey wheels supplied with trailers must be of the type that cannot self-wind down during transport.
- Supplied with hitch locks to be incorporated within the coupling allowing single suite key options.
- Trailers other than the 750kg Gross Trailer Weight, be braked in accordance with the regulations relating to overrun braking systems.
- Supplied with wheel nut indicators (WNI) fitted; all WNI to be high visibility (yellow) plastic compatible with the trailer wheel nut/bolts.
- Displayed operational tyre pressure stickers and to include wheel nut torque and identify fitment information above each wheel.
- Rated heavy duty tie down hooks at 600mm centres to the outside and inside of the trailer. The supplier is required to state the load rating of tie down points for all trailers. Total load rating of all tie downs should equate to maximum payload as a minimum.
- Supplied with one pair of wheel chocks fixed to the trailer in mounting brackets.
- 24-month parts warranty incorporating all parts and labour.
- The supplier to ensure that any trailers supplied under 3500kg gross weight, and not subject to an annual test, they will keep records of trailers sold and allow the Environment Agency access to this information for 10 years. These records to include details of the type approval Certificate of Conformity or Individual Vehicle Approval (IVA) certificate which covers the trailer
- Constructed using a heavy-duty sub chassis of either box section or channel.
- The floor is to be covered in phenolic boarding or similar and sealed around the edges. The flooring and under floor supports are to be sufficient to safely transport, load and unload the embankment cutting equipment identified for transportation on this trailer. All flooring used should be non-slip.
- The side boards and headboard are to be constructed from either heavy-duty aluminium alloy or galvanised steel fitted with anti-loose fasters.
- Suspension to be of the solid beam type (incorporating rubber suspension within the beam), or leaf springs incorporating heavy duty hangers.
- Eye locks to be supplied when eye coupling options ordered.
- Prop stands to the rear and forward of the trailer.

Optional

- Non-slip high tail gate loading ramp (to allow the loading of light wheeled loads).
- Loading winch on draw bar (safety braked type). Winch SWL be equivalent to maximum payload as a minimum.
- Option to supply spare wheel. Spare wheel to be mounted so as not to impede normal operation of trailer.
- Option to fit stabiliser devices to the trailer.
- Option to fit 40mm eye coupling and suitable eye coupling locking device.

Contract Management

Delivery will be at various Defra and Environment Agency locations around England. All orders must be completed and delivered within 12 weeks of the order date.

The Contractor will be expected to plan deliveries to minimise carbon production, mileage and carbon footprint must be included in quarterly management information.

When making deliveries to Environment Agency sites the Contractor must ensure that they have signed into a premises or site and are aware of specific site safety rules. This may include the mandatory use of PPE, pollution prevention equipment or other safety equipment, what to do in an emergency. It is the responsibility of the Contractor to complete a full risk assessment of the delivery including any lifting operation that may be required.

Remote Controlled Embankment Cutters - Technical Response

Please describe your proposed equipment with regard to each of the sections of the specification.

Please also provide the key technical specification information in the table below (copy) for multiple models (across 1.1, 1.2 and 1.3).

Information Required – duplicate for additional models	Specification of equipment proposed
Make/Model	
Engine Size (hp)	
Unladen Weight (kg) including all optional equipment and full fluids	
Cutting Width (mm)	
Cutting Height (mm) state adjustable range	
Dimensions: Length (mm)	
Dimensions: Width (mm)	
Dimensions: Height (mm)	
Turning Circle (mm)	
Speed range (km/h)	
Peak Noise Level in operating position (dba)	
Remote Operating range (Mt)	
Remote Frequency range (Hz)	
Operational inclines machine is capable of	

Asset Safety Standards

Type: Remote Control Mower G24



This Document may be the subject of future updates

General Description: Self-propelled tracked embankment cutter

All equipment is to be inspected prior to first use. Thereafter, daily inspections must be completed and recorded. The operator is to ensure that evidence of service/inspection is displayed on the Omnitag (or similar) plate and next due dates are clearly marked. Equipment must not be used if this information is not present.

This type of Equipment is designed primarily to be used to cut grass and other vegetation in situations when the use of a ride-on machine would introduce additional risks to the operator and others. For example, steep inclines, uneven ground conditions or working close a watercourse. Several alternative front-mounted attachments are available however the use of these need to be manufacturer approved and confirmed by DGFS (Defra Group Fleet Services) and line Manager.

Mandatory Safety and Compliancy Requirements

- The equipment must meet with all UK product safety legislation concerning the design and construction of equipment primarily for use at work including, but not limited to:
- UKCA marking or CE mark if supplied prior to 31st December 2022.
- Supplied with a Declaration of Conformity from the manufacturer or their representatives.
- Supply of Machinery (Safety) Regulations 2008 or its predecessor, The Machinery Directive 2006.
- Provision and Use of Work Equipment Regulations.
- All other equipment specific applicable standards must be met, for example but not limited to: Lifting, Electrical, Noise, Vibration, Type Approval etc.
- In general, when providing equipment to Defra Group Fleet Services (DGFS) the supplier needs to:
- Meet statutory and essential requirements.
- Provide technical and operational information to the user.
- Issue a Declaration of Conformity.
- Marking of the product for traceability.

General Specification

- Equipment must not be modified from Original Equipment Manufacturers (OEM) design specifications.
- Operators Manual must be presented with the machine and to include supplementary information on any additional equipment fitted. All Manuals and signage supplied must be in English.
- All safety/warning/information labels must be in place and in English. Controls to be clearly marked.
- Flashing amber warning beacons must be fitted and visible 360 degrees around the machine.
- EA Blue Plate fitment with relevant information to be attached to remote mower (DGFS to supply blue plate)
- EA roundels for blue plate (DGFS to supply roundels).
- Safe access must be provided enabling operator to refuel, conduct routine maintenance or store ancillary equipment.
- All external fuel caps, covers and storage must be secured by key or other locking device.
- Ignition and isolation controls must be accessible to the operator.
- EA (Environment Agency) specification Biodegradable hydraulic oil must be used.
- All additional equipment requirements will be listed in the Tender specification.

Optional features

- Any additional attachments fitted must enable the base machine to comply with the Manufacturers permitted axle/gross weights.
- All attachments must be manufacturer approved.
- Guarding must be fitted around moving or hazardous machinery preventing unauthorised/accidental access (e.g. – PTO (Power Take Off) shafts etc).
- Guarding to minimise the ejection of debris.
- Rear tow-ball coupling.
- Metal cleated tracks. For wheeled options – steel wheel and pneumatic tyre or X type Tweel
- Impact protection frame.

Preferred features

- All additional equipment requirements will be listed in the Tender specification.
- Lithium-ion replaceable battery cell with 3-hour run-time.
- Interchangeable tracks: (Rubber / Steel Cleats).
- Interchangeable attachments: (Flail, Sweeper, Stump Grinder).
- Retractable front mower debris suppression skirt.
- Electric start with manual back up.
- Transportation anchor points (Rated).
- Attachment float to ground conditions.

Mowers Delivery Locations

