



tender document

enhancing... improving... cleaning... restoring...
changing... tackling... protecting... reducing...
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Contract ID: 24948

Contract Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

Procurement Contact: Vernon Lambert



Our Ref: 24948
Your Ref:

Date: 9th January 2012

Ref: 24948

Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

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

Your tender response should be returned with the duly completed Form of Offer and requested information in an envelope. The envelope shall not bear any details indicating the name of the sender but should state the title and reference above..

A mandatory hard copy of your tender must be received no later than noon on Tuesday 14th February 2012. You must also provide an electronic version of your submission to tendersprocwales@environment-agency.gov.uk. Your tender proposal may be in word 97-2003 or PDF format but no bigger than 10mb.

If you have any technical queries regarding this tender please contact Mr Richard Iredale on 07799133124. For all other queries, please contact the undersigned.

Yours faithfully,

A handwritten signature in black ink, appearing to be "V Lambert".

Vernon Lambert
Senior Procurement Officer

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The Environment Agency, EA Wales Procurement, Cambria House, 29, Newport Road,, Cardiff, CF24 0TP.

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Introduction to the Environment Agency

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs and a Welsh Government Sponsored Body responsible to the Minister for Environment and Sustainable

Development.

Our principal aims are to protect and improve the environment, and to promote sustainable development. We play a central role in delivering the environmental priorities of central government and the Welsh Government through our functions and roles.

The Environment Agency is divided into several regions - South East, South West, Midlands, Anglian, Wales, North West and North East - each of which has a Regional Office, run by a Regional Director. They support the area offices and help co-ordinate their activities.

Environment Agency Wales is currently under review and is subject to consideration of a single environmental body for Wales. This would include Environment Agency Wales, Countryside Council for Wales (CCW) and Forestry Commission Wales (FCW). A decision on this merger has now been given, this may result in Environment Agency Wales opting out of this agreement by April 2013.

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Framework Strategy

The requirement

The Environment Agency uses flow gauges and other water instruments to gather data and provide critical information for England and Wales as part of our flood risk management responsibilities and other statutory obligation. This requirement is for the feasibility design, supply and install of multipath, time of flight ultrasonic flow gauges. We also require maintenance of existing Thermo ultrasonic / electro magnetic flow measurement equipment and newly installed gauges.

Due to the necessity of maintaining our existing gauges and the need for the supply of new gauges, the requirement has been split to cover both aspects. The two lots are:

LOT 1 – Maintenance of Existing Thermo Ultrasonic/Electro Magnetic Flow Gauges and newly installed gauges.

This proposed contract covers the routine maintenance, repair and replacement of parts as necessary to Thermo ultrasonic and electromagnetic open channel river flow gauges installed at various sites across England and Wales.

The Contractor is required to carry out all repairs as and when called out by the Agency and to undertake at least one visit to site at the end of every 12 month period to inspect and check those sites where no call-out has been requested.

LOT 2 – Feasibility, Design, Supply and Installation of Ultrasonic Time of Flight gauges.

The Environment Agency also has a requirement for the feasibility design, supply, installation, commissioning of time of flight ultrasonic flow gauges. The provision covers new build gauges and upgrades to existing gauges. This will also cover repair and maintenance within the warranty period.

Framework information

The length of the framework is four years awarded to one supplier for each lot or one supplier if they can satisfy both requirements. As a framework agreement, no guarantee of expenditure is given.

There will be annual reviews and continuous performance measurement; a poor performing supplier may be asked to discontinue providing the services at any time.

The framework will be governed by the Environment Agency's conditions of contract for services.

Operation of the Framework

As this requirement is split into two lots, with a maximum of one supplier per lot, no form of competition is necessary post award.

Lot one: Maintenance of existing gauges - An annual maintenance schedule will be put together through discussions between the regional EA contact and the supplier. Prices will be based on the schedule of rates given in the framework tender proposal, resulting in a fixed annual price being offered for each participating region. Each region may opt in or out prior to the forthcoming annual maintenance period arriving.

Lot 2: Feasibility, Design, Supply and Installation of Ultrasonic Time of Flight gauges - Project managers will request work on a call-off basis. Each project will be let as a fixed price contract based on the supplier's project proposal and will be in line with the Framework specification; framework rates and Statement of Requirement submitted by the project manager.

Government Spending Review

Due to the government spending review of 2010, annual price changes are frozen within the public sector. Under the annual contract review, price may be discussed but will not be index linked. Following discussions, if a revision is proposed and suitably justified, the decision of acceptance will be at the discretion of the Head of Procurement.

These measures have been introduced to the Environment Agency for all contracts being newly let or re-tendered and will remain in place until the economic climate changes and/or central government reduces or removes restrictions imposed on the public sector and its financial procedures.

Evaluation Criteria

The contract will be awarded on the basis of the most economically advantageous offer, in line with the following assessment factors (Note the criteria are not listed in any order of priority):

50% weighting applied to cost

50% weighting applied to non cost factors = **Quality**

The evaluation criteria for 'quality' are:

- **Company and Commercial**
Extent to which the bidder can demonstrate the necessary qualities to deliver the required services; through company information, terms and conditions and insurances – 5%
- **Health & Safety**
Ability to demonstrate Health & Safety competence through assessment and evidence – 10%
- **Sustainability**
Extent to which the bidder can demonstrate sound sustainability practices and awareness in the delivery of this framework – 5%
- **Technical, Understanding and Approach**
Capacity to which the bidder is able to satisfy our requirement, through compliance with our specification, suitable resource, understanding of the requirement and any added value approaches offered – 30%

NB – The technical section has been split to cover the two lots being tendered for - lot 1 – maintenance and lot 2 - new gauges.

SPECIFICATION

Ref: 24948

Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

For ease of understanding the specification for this framework is split into three distinct areas, specifically, Lot 1 – Maintenance and repair of existing gauges, Lot 2 – Feasibility, Design, supply, Install and Commission of new gauges and finally Non technical requirements.

The ‘Non technical requirements’ relate to both lots under this framework and cover all aspects that impact on service delivery.

Lot 1 - Maintenance and Repair of Ultrasonic and Electromagnetic River Flow Gauges

1. Lot overview

This lot covers the routine maintenance, repair and replacement of parts as necessary to ultrasonic and electromagnetic open channel river flow gauges installed at various sites across England and Wales.

The Contractor is required to carry out all repairs as and when called out by the Agency and to undertake to make at least one visit to site at the end of every 12 month period to inspect and check those sites where no call-out has been requested.

The maintenance requirements covered by the contract may change at any time during the contract period upon mutual agreement between the Agency and the Contractor. Individual gauges within any Region may be withdrawn from the Contract by the Agency giving 3 months notice in writing to the Contractor. Additional / New gauges to be included in the contract will be added at the time of annual review of the maintenance schedules.

In consideration of the above the Agency will pay the Contractor a fixed annual price per gauge, fully inclusive of all costs for labour, travel/transport, replacement parts, consumables and any other expenses. Additional supplementary work may also be requested by the Agency to be carried out in accordance with the time and material rates established under the contract.

2. Programme

A detailed programme for the maintenance and repair services required at each individual site will be initiated by the Agency's Site Managers for each Region. Site Managers will agree the level of service (response time) required for each site directly with the Contractor with a final plan being agreed; followed by a purchase order for the year. This will be reviewed annually; ideally between February and March.

3 Ultrasonic And Electromagnetic River Flow Gauges

- 3.1 Maintenance will comprise the repair, routine maintenance and replacement of parts as necessary. In this context, an ultrasonic river flow gauge is taken to mean all electronics, transducers and associated wiring required to operate the gauge to its full specification but excludes land, buildings, utility services, Agency owned mechanical depth gauge and any loggers or telemetry connected to output ports provided in the gauge. If a primary depth gauge is supplied by the contractor then this deemed to fall within the terms of the contract.
- 3.2 The Contractor will maintain schedules of sites included in the contract. Updated draft schedules of sites to be provided by the contractor to the Agency contacts for review in January for the forthcoming financial year.
- 3.3 Repair, maintenance or the replacement of parts damaged by accident, vandalism or act of God is excluded from the contract; the cost of such work may be chargeable at the Contractor's hourly/daily rate plus expenses. Similarly, call out to attend to a fault which is caused by a problem not relating to the gauge may be chargeable at the Contractor's hourly/daily rate plus expenses.
- 3.4 All sites will be in full working order at the commencement of the maintenance contract.
- 3.5 Failure of the gauge will be expected to be responded to and rectified within the response times identified in the price schedule - 2, 3 and 5 working days. Faults within the gauge which do not cause a failure to occur may be dealt with in a more relaxed time period, by mutual agreement with the Site Manager responsible for that gauge. The exception to this is a fault which is considered to create an error in calculated flow equal to or exceeding 10%; this is to be considered a gauge failure. The assessment of exceedence of 10% error will be determined by flow measurement undertaken by The Agency using a current meter or hydro- acoustic flow measurement equipment. The repair of the gauge in this situation will be deemed completed when the gauge agrees with an Agency flow measurement to within + or – 10%.
- 3.6 The operating regime of the gauges must be equivalent to successful operation for >98% of the time in any 365 day period. Successful operation is defined as any one day in which the system generates >90% apparently sound determinations out of the possible 96 (at 15 minute intervals). Reasons for failure of the gauges excluded from this measure are the failure of key input system inputs provided by others (e.g. an independent water level sensor) and mains power failure exceeding 24 hours.
- 3.7 Notification of faults will be made to the contractor by the Site Manager or his deputy initially by telephone or email. The email will be addressed to the contractors Technical Support Department as given in the tender proposal and titled **EA Contract - 24948**. An acknowledgement will be returned within 2 hours of receiving the call or email with a confirmation email giving a call reference number which should be referred to when making progress enquiries about the problem.

Measurement of response time commences with the date and time stamp on the email sent to the contractor by the Agency member of staff reporting the fault. The call out will be deemed as complete when the Agency is notified by email that the gauge is fully operational. The email will quote the call reference number. It is

important that the site manager agrees with the contractor that the gauge fully operational.

The Contractor will wherever possible contact the Site Manager to inform him of the intended date for the site visit. Where a call-out has been received and the Site Manager cannot be contacted, the call-out will be deemed as consent for the visit to be carried out.

All the Contractor's staff shall be provided with a suitable form of identity in order that their identity can be verified. In the event that site conditions (e.g. high levels or flows) prevent repair work from being undertaken on site, the EA will be responsible for notifying the Contractor when site conditions are safe and suitable for the site work and repairs to be undertaken.

The Contractor will inform the local Agency hydrometric staff by phone when they are proposing to attend site and what they are proposing to do on site. This should be confirmed by email.

The contractor will inform the Agency when the work is complete and make the new information available to all those who may access the site.

Major faults causing a gauge failure that may require longer than 1 day to repair: this extension to time can be added to the response times provided that:

- The site manager is informed by telephone (if possible) and confirmed by email.
- The works are carried out over consecutive working days

In addition the contractor will also hold 1 spare S200 flow meter in stock so that in instances where the fault is such that it requires the removal of the S2000 or 200 flow meter from site for repair, the spare unit can be installed on a temporary basis to minimise data loss whilst on site.

Health and Safety requirements must be strictly adhered to at all times and are set out in detail in section 3.1 of the non technical part of the contract.

- 3.8 The contractor will arrange all services required to allow maintenance of Gauges to be performed - This may include the provision of a boat, divers or assistance in lifting heavy equipment (e.g. transducer arrays, manholes etc). Cost to be providing in pricing schedule - extras.
- 3.9 The Ultrasonic River Flow Gauge sites will be equipped with remote interrogation facility for gauge performance verification. This allows the user to access directly the gauge software, configuration and measured data remotely using a terminal/PC and a modem. This facility will allow the Contractor and/or the Agency to make diagnostic and general health checks on the gauge performance. The Contractor will be expected to have available a suitable terminal/PC equipment and modem. Where the site does not have remote access an additional cost of maintenance will be levied by the Contractor.
- 3.10 Any changes in hardware or software configuration carried out on the gauge by persons other than the Contractor will be advised to the Contractor in writing, before such changes are made.

Any modification of the equipment or replacement of any part by the Contractor shall ensure that the performance of the equipment is not degraded. Any modification to the equipment is subject to the prior consent of the Agency.

- 3.11 The Contractor will be responsible for maintaining site data books which shall detail printed circuits card serial numbers and rack positions. The Contractor will provide the Agency with updated copies annually.
- 3.12 The Contractor will be expected to make at least one visit to each site in each year. During such a visit, whether to attend to a fault or not, the Contractor will carry out a health check on the system and make and carry out recommendations for preventative maintenance. This will also include an annual calibration pressure test of any PTX level sensor supplied by Contractor
- 3.13 The Contractor will provide monthly reports to the contract Manager listing all call outs made under this contract together with the progress of there resolution and completed call outs in an agreed format with the Agency.
- 3.14 The Contractor will provide site visit reports for each site visit to be returned to the Site Manager. These will be in electronic format and sent by email. The reports will be in a consistent format and will include the following:-
- Site Name.
 - Date of Visit.
 - Name of Contractor's Engineer(s).
 - Environment Agency Contact (e.g. Site Manager or Deputy).
 - Date of Call Out.
 - Reason for Visit (with reference to any relevant history).
 - Description of gauge status found, including any defective parts.
 - Details of gauge displayed data on arrival.
 - Details of work carried out listing components used and parts replaced, together with their estimated market value.
 - Indication of the likely cause of fault/failure.
 - Displayed level and flow when work complete.
 - Any further actions required by either the Contractor or the Environment Agency.
 - Time on and off site and approximate return mileage incurred.
 - Confirm that a site log book entry was made.

The site report must be dated and signed by the most senior of the Contractor's engineers present on site. In addition to the site visit report, details of the site visit must always be entered into the site log book, where present, in clear legible handwriting.

Lot 2 - Feasibility, Design, Supply and Installation of Ultrasonic River Flow Gauges.

1. Lot overview

The Environment Agency has a requirement for the feasibility design, supply, installation, commissioning of time of flight ultrasonic flow gauges. It also has a requirement for the maintenance time of newly installed flight ultrasonic flow gauges and electromagnetic flow gauges. The provisions of the contract cover both new build gauges and upgrade of existing USMP gauges by the Sarasota 2000 and 200 model gauges.

Disposal of old replacement equipment will be undertaken by the contractor in accordance with the WEEE Directive.

The work and tests for background interference are to be carried out in line with the provisions of BS EN ISO 6416:2005 and the details contained in the Agency's Specification.

The specification is split into two parts –

- a) Feasibility, Design, Supply and Installation of Ultrasonic Gauges.
- b) Maintenance And Repair Of Ultrasonic And Electromagnetic Open Channel River Flow Gauges

Feasibility

2 Feasibility Investigation Report

A feasibility study should be undertaken by the contractor at sites requiring new builds. A feasibility report will be provided by the contractor that outlines the suitability of the site to the contractor ultrasonic flow gauges. It is anticipated that this will normally include a site visit. A technical appraisal of the flow measurement solution to be undertaken with recommendations of the site configuration and a budgetary price schedule. This is for budgetary purposes only and does not constitute a formal quotation.

A feasibility report may be requested for the upgrade of an existing USMP gauge to be upgraded to the new Sarasota range of gauges.

Design and Supply

3.3 Water Depth Determination

3.3.1 Water depth in the river channel shall be determined by level measurements obtained using two sensors supplied by the Contractor. A third primary level sensor shall be provided by the Environment Agency or the Contractor if the Agency request them to. This should be a sensor from the EA National Contract for the Purchase and Supply of Submersible Pressure Water Level Sensors. Arbitration of levels will produce a single output of level.

3.3.2 The gauge shall mathematically convert the data from the primary measurement of water depth or level to an appropriate indication of water depth above gauge datum, such that:

3.2.3 Depth shall be resolved to 2mm.

3.2.4 Absolute water level (relative to specified datum's) shall be determined to a minimum accuracy of +/- 10 mm.

3.2.5 Overall measurement uncertainty is to apply at the 95% confidence level, i.e. out of any given set of 100 independent determinations, 95 shall lie with the specified uncertainty band.

3.4 Water Velocity Determination

3.4.1 The mean water velocity in the flight-path between a pair of operationally related transducers shall be determined to a resolution of 0.001m/sec over the range 0 to 5 m/sec to an accuracy no worse than 1% of measurement or 0.002 m/sec whichever is the greater.

3.4.2 There shall be sufficient water velocity sampling provision that, at any time and in any part of the range of flow or water depth, mean cross-section velocity may be determined with an uncertainty no worse than 3% of truth (95% confidence level).

3.4.3 There shall be sufficient water velocity sampling provisions that the requirements above shall be met under all hydraulic conditions that apply at a gauge location including variation in section control.

3.5 Measurement Update Capabilities

3.5.1 The gauges shall determine an instantaneous measurement of level and flow at intervals that may be prescribed by an authorised operator/user. Such prescribed intervals shall include –1 minute, 5 minutes and 15 minutes.

3.5.2 Except, as detailed below in 3.5.3, the process of determining flow shall not last longer than the update period selected and its duration and method shall be made known by the contractor.

3.5.3 It may be an operational requirement that output from the gauges be updated at time intervals that are relatively short. Attainment of target measurement accuracy at certain gauges may require a relatively long integration time. Where such a conflict exists, output from the gauges shall be updated according to the rolling mean principle. Under this provision a gauge output that may be updated for example each minute shall be the integrated mean value for the preceding 15 minutes

3.5.4 Where water level is a specified gauge output in addition to flow the value of water level indicated by the gauge shall be that sensed at, or close to, the time at which the integration period ends for any associated flow value to be presented for output.

3.5.5 In a gauge start up situation no value of flow shall be presented for output until the integration period that has been selected for its derivation has elapsed unless the data value concerned is unambiguously flagged as being a partially integrated sample. Such flagging shall be present in all forms of output provided for complete suppression of output until full measurement integration has been achieved.

3.6 Computation Capability

3.6.1 The gauges shall operate in units of cubic metres per second or megalitres per day (mld) and will compute flow to a resolution of 4 significant figures unless otherwise specified by the customer.

3.6.2 For the purpose of computation of flow information cross-section geometry that has been obtained by conventional surveying methods and that has been entered into the gauges computational system may be considered to be of absolute accuracy.

3.6.3 The gauge shall be made capable of being set by an operator to an Operational Day that is based upon 09:00 GMT or upon any other integer hour of the day.

3.6.4 The gauges shall compute the arbitrated water level or depth over the prescribed time interval.

3.6.5 All supplied software must be compatible with the Agency's desktop operating system. This is currently Microsoft Windows Office 2003. However in 2012 the Agency will move to Microsoft Windows Office 2007, compatibility will be required with this version.

3.7 Performance Reliability

3.7.1 The operating regime of the gauges must be equivalent to successful operation for >98% of the time in any 365 day period.

3.7.2 Successful operation is defined as any one day in which the system generates >90% apparently sound determinations out of the possible 96 (at 15 minute intervals). Reasons for failure of the gauges excluded from this measure are the failure of key input system inputs provided by others (e.g. an independent water level sensor) and mains power failure exceeding 24 hours.

3.7.3 Faults in the gauges' operation which do not cause gauge failure are not included unless the fault causes inaccuracy in measurement of flow >10% of truth.

3.7.4 If performance reliability, for whatever reason drops below the parameters outlined above, the successful contractor must rectify the situation subject within the terms of the maintenance contract which details response times.

3.8 On-Site Data Display Capability

3.8.1 The gauges shall store not less than 24 hours of all measured and derived parameters and be capable of displaying these on operator demand. This data should also be recoverable on site by electronic means compatible with current Agency technology.

3.8.2 The gauges shall be provided with digital displays of not less than 5 characters capacity which allows the operator to view the following:

Instantaneous flow	cumecs or mld
15 minute average flow	cumecs or mld
Arbitrated water level	metres above gauge datum
Individual sensed water level or depth level	metres above mean bed level
15 minute average individual flight path water velocities	metres per second
Instantaneous individual flight path water velocities	metres per second

3.8.3 In addition the displays shall indicate sign and decimal point location.

3.8.4 Water level and depth data shall be displayed in the generalised form 99.999 metres.

3.8.5 Flow data shall be displayed in the generalised form $S99.999$ cumecs. – where S denotes + or -.

3.8.6 Velocity data shall be displayed in the generalised form $S9.999$ metres per second.

3.8.7 The gauges shall indicate which parameter is currently on display.

3.8.8 A range of other diagnostic parameters shall be capable of being displayed on site at the discretion of Contractor see section 3.18.

3.9 Data Output Capability for On-site Logging

3.9.1 The gauges shall present electrical signals at one or more output ports that may be accepted as inputs by recording devices that are otherwise independent of the gauges themselves. The type and format of the outputs presented shall be consistent with those defined above. Such devices will normally be serial data loggers which may be analogue or digital types. Any interconnection facility for serial data transmission should comply with standard RS232C.

3.9.2 SDI 12 output shall be optionally available

3.9.3 The data presented at such output ports should be updated as part of the gauges normal operational cycle defined above. The signals at gauge output ports should be held constant between updates. System design should be such that in the event of a gauge failure, including power failure, digital ports revert automatically to a predetermined state.

3.10 Data Output Capability for connection to a Telemetry Outstation

3.10.1 The gauge will be connected to the outstation for exchange of data via a MODBUS RTU interface

3.10.2 Data from the gauge will be presented to the MODBUS interface either as a scaled value or in floating point format.

3.10.3 MODBUS outputs from the gauge must accurately represent the measured parameters demonstrating no degradation due to signal conversion or processing.

3.10.4 At the MODBUS interface the signal presented shall be the most recently determined:

15 minute average flow.

Arbitrated water level.

Mean water velocity.

Individual path velocities

Temperature. Average temperature at S200/2000 gauges with path lengths > 10mts.

Individual path temperatures (subject to outstation compatibility)

3.10.5 The gauges shall also be capable of presenting, at 2 separate ports, a BCD signal that is representative of flow and that conforms to the following convention:

3.10.6 An interconnection facility for parallel data transmission, meeting the requirements of IEEE 288 and provided via a 9-way D-type connector of four decimal digits of which three digits represent data and the fourth serves as a combined scaling and sign indicator. This latter indicator digit shall occupy the four most significant of the 16 data bits available.

3.10.7 Gauges will also be expected to have up to four 4-20mA outputs available to the outstation and these shall be the following signals:

15minute average flow
Arbitrated water level
Mean Water Velocity

3.11 Ambient Operational Conditions

3.11.1 Satisfactory performance of system components requires individual component performance that does not derogate from the capability of the gauge as a whole to meet the generic specification.

3.12 Water temperature

3.12.1 System components that are required to operate in water shall be of such design as to provide satisfactory performance in water temperatures between +1 and + 30 degrees C.

3.13 Air Temperature

3.13.1 System components that are required to operate out-of-water shall be of such design as to be capable of satisfactory performance in air temperatures in the range -15 to +50 degrees C.

3.14 Temperature in General

3.14.1 In addition system components required to operate in and out of water shall be of such design as to be capable of satisfactory performance under the conditions of wet-to-dry and dry-to-wet transition without significant limitation in terms of the speed of such transition.

3.14.2 System components that may be exposed to direct solar radiation shall be of such design as to provide satisfactory operation under the extremes of temperature that may be induced .

3.15 Relative Humidity

3.15.1 System components shall provide satisfactory operation under conditions of 100% relative humidity, including surface condensation.

3.16 Suspended Solids Concentration

3.16.1 The Contractor will be required to provide a tabulation of performance indicating transducer frequency, path length and other factors affecting performance under conditions of suspended solids.

No data relating to suspended solids concentration is included in the site specific specification.

3.17 Electromagnetic Effects

3.17.1 The gauge shall be capable of satisfactory operation in all but the most exceptional conditions of electrical or electromagnetic radiation effects that may be experienced in the UK. This may include proximity to electric pumps and other equipment, transmission lines, railways, transformer stations, radio, telephone and television transmitters of all commonly used frequencies.

3.17.2 If the Contractor has reservations regarding the capability of the equipment to perform to the above requirements specifically what limitations or constraints may apply shall be stated. This will be taken into account in the evaluation of competitive products.

Undiscovered extreme environments will be agreed as a variation in the site specific specification.

3.18 On-Site Gauge Performance Verification

3.18.1 The functional design of the gauge shall be such that the correct performance of all key operational system components may be verified on-site by an operator unskilled in electronics.

3.18.2 Specifically it shall be possible to determine or action the following:

To observe that individual flight paths and water depth/level sensors are at the time of observation either:

-Operating satisfactorily

-Not operating

-Not operating because they are not required to be operating (e.g. because they are out-of-water or insufficiently submerged.)

-Operating intermittently (e.g. providing some good measurements but not all expected from a typical measurement activity, perhaps because of intermittent path obstruction.)

3.18.3 To observe that individual flight paths or depth/level sensors although presently operating satisfactorily have, since the time of a previous site visit, on some occasion not so operated.

3.18.4 To cause most recent individual flight path velocities to be displayed.

3.18.5 To cause most recent individual level sensor indications to be displayed.

3.19 Remote Gauge Performance Verification using GAFA.

3.19.1 The functional design of the gauge shall be such that the correct performance of all key operational system components may be verified remotely using the proprietary software GAFA (gauge from afar). A copy of the most up to date version of the software will be provided to the user together with formal training in its use. See section 4.27. The manufacturer should recommend a suitable modem for the connection of GAFA .

3.19.2 It shall be possible to determine remotely the results of all measurements carried out by the gauges and used in the computation of flow, together with operator entered data e.g. site geometry and when necessary it shall be possible to remotely change operator entered data.

3.19.3 Agency staff will be encouraged to take up the option of remote gauge performance.

3.20 Redundant Component Provision

3.20.1 The gauges shall be capable of having additional ultrasonic flight paths incorporated which is capable of being assimilated within normal operation. This allows for failure of at least 2 paths and the gauge retaining the ability to compute flow within the terms of this specification.

Installation

4 Commissioning a new installation

4.21.1 The Contractor will carry out such testing of the installed gauge as is deemed necessary to demonstrate that the gauge operates to a standard that will meet the Agency's generic and site specific specifications and other terms of the contract. The Contractor shall make available to the Agency records of all testing undertaken.

4.21.2 The Contractor will carry out a measurement survey of the gauge to demonstrate the satisfactory operation of the installed gauge.

4.21.3 The Contractor shall demonstrate that all functions of the gauge are performing to specification and are operating effectively.

4.21.4 Before handing over the gauge the site will need to be shown to operate within the terms of the specification. A minimum of two flow gaugings undertaken by Agency staff shall agree with the gauge flow to better than + or - < 10%.

4.21.5 When the Site Supervisor is satisfied that the results of the acceptance testing have demonstrated that the gauge complies with the requirements of the contract written confirmation will be given over to the Contractor. The Acceptance date is the date on which written notice of acceptance is given.

4.21.6 Payment will be made only after the acceptance date and with the Environment Agency being satisfied with the equipment and installation. The Environment Agency will keep a retention fee of 10% until after 6 months of the Acceptance date. This will allow the Environment Agency to test the equipment in a range of flows.

4.22 Operating and Maintenance Manuals

4.22.1 The Contractor shall provide installation drawings and two copies of an operating manual containing instructions for the use and maintenance of each gauge which shall include, but not be limited to, the following:

Coversheet, issue/revise date, checked/approval date
 Site Data and path Configuration Sketch
 Method of water level determination
 Pre- and Site Programmed Data
 Function description, parameter value, notes & comments.
 Card layouts, rack position, card description/part and service no. memory identifier, connection
 Data outputs
 Data stream formats for loggers
 Primary Logger
 Secondary Logger
 Telemetry
 Special Notes
 Other Interfaces
 Power Supply (including wiring diagram)
 Special Notes
 Schematic Drawings
 List of recommended spares

4.22.2 The Contractor is required to provide drawings of the required transducer fixings.

4.22.3 The above information is to be supplied in electronic and hard copy format. Drawings are to be provided in pdf format and all other documentation shall be compatible with Microsoft Office software

4.22.4 The contractor will provide the customer with an up to date copy of the Maintenance Call Out Procedure that has been agreed with the project manager.

4.23 Electrical and Electronic Installation

4.23.1 Contractors or consultants working on low voltage systems Where contractors have their own electrical safety rules, these may be used where the contractor can demonstrate to the regional MEICA engineer that these rules are to an equal or better standard.

All electrical works must comply with:

- [The Electricity at Work Regulations 1989](#);
- BS 7671 *Requirements for electrical installations. Institution of Electrical Engineers Wiring Regulations.*
- the requirements of this document;
- the engineering specification and any standards issued for the work.

All contractor's staff undertaking electrical works on Environment Agency sites must:

- be registered with the [Joint Industry Board](#) or equivalent;
- possess sufficient experience, training and knowledge to carry out the electrical works in a safe and efficient manner;
- be employed by companies that are members of [NICEIC](#) (National Inspection Council for Electrical Installation Contracting) and/or [ECA](#) (Electrical Contractors Association);
- be registered under the appropriate category by the NICEIC or ECA for the works to be undertaken.

All contractor's staff undertaking electrical work including, but not limited to, design, installation, commissioning, maintenance, inspection and testing on Environment Agency systems and equipment must be members of a relevant professional body or authorised by the regional MEICA engineer.

The Environment Agency reserves the right to audit (at regular intervals) the training and competency levels of contractor's staff and their sub-contractors working on its systems or equipment.

An electrical safety agreement must be issued by an authorised person and completed by a competent person designated by the contractor.

Drawings

For all new works, a full and detailed set of drawings must be produced .

'As built' status must only be applied to drawings once the Environment Agency has confirmed with the manufacturer/installer that they are an acceptable and an accurate record of the work undertaken. These drawings must be included in the (O&M) manual and a further copy left on-site.

Drawings and documents are to be supplied in both hard copy and electronic format.

Minimum size hard copy is A3. Electronic copy is to be PDF, DXF or DWG format (as a minimum).

Drawings supplied for use on-site are to be protected from damp by either provision of a zipped waterproof wallet or by suitable lamination.

Operation and maintenance manual

A clear, concise and above all accurate O&M manual is key to successful operation of Environment Agency equipment. The O&M manual forms an integral part of the site health and safety file.

Regardless of the documentation requested under the Construction, Design and Management (CDM) Regulations (if applicable), the O&M manual must be structured so as to provide all the necessary information to operate, fault find and maintain the equipment.

It is important that the Environment Agency retains all design and record information for the equipment.

Contractors electrical safety agreement , when working on site.

A contractor electrical safety agreement takes precedence over a term contractors' safety agreement where the two agreements are in operation on the same site.

1. **Issued for the duration of the term contract** **works**
(site responsible officer tick as appropriate)

To: _____ In the employment of: _____

being the contractor's **authorised person** to undertake electrical work on the following electrical systems.

List of sites and works applicable to this agreement: _____

You may carry out electrical work under your own control on the electrical systems named and described above. You are responsible for the electrical system for the duration of your work on site and may isolate the system as required for safety. You must leave the electrical system in a safe condition when you leave site, at which time responsibility for the system reverts to the Environment Agency. No other systems may be worked on.

The access and electrical safety procedures applicable to your work are detailed in the contract/procedural documentation.

Site electrical information may be obtained from: _____

Any danger to be avoided will be under your control.

Signed: _____ (being a person authorised to issue this Agreement)

Time: _____ Date: _____

2. Receipt

I hereby declare that I am the contractor's **authorised person** and that I am responsible for taking the necessary precautions to avoid danger. I have received a copy of the Environment Agency's Code of Practice for Electrical Safety which I agree to abide by and understand that it is my responsibility to make known its contents, and any other safety information provided to me by the employer, to any person under my control engaged in electrical work on the system. I also acknowledge receipt of any key(s) associated with the means of isolation and earthing.

Signed: _____ Time: _____ Date: _____

3. Cancellation

This agreement can be cancelled at the written request of either party. Otherwise it will terminate at:

Time : _____

Date: _____

4.23.2 Lightning Protection

The Agency expects Contractors to protect their installations with suitable lightning protection where signals come in to their equipment from outside the building.

4.23.3 Power Supply

4.23.3.1 The gauges will operate with a mains power supply of 240V aqc, 50 Hz+/-5%. Connection of the gauges to mains power will be via Agency standard plug and socket equipment to be provided by the Agency.

4.23.3.2 All cabling used in the installation of the gauges must be clearly tagged and labelled; all underground cables must be clearly tagged and labelled at each manhole.

4.23.3.3 The equipment shall have battery back-up option in the event of mains failure.

4.24 Fail Safe

Where applicable systems shall be checked to ensure "fail safe" operation.

4.25 Site Loop Testing

The completed instrument loop shall be tested as one system, associated alarms and trips shall be checked during loop testing.

Loop testing shall be at least a two person operation, one person in the field and one person in the control room or at a control centre. These persons shall be provided with adequate means of remote communication, i.e. field telephone or radio contact. An adequate warm-up period should be allocated before loop testing is carried out on electronic equipment.

Manually, or by applied input signals, transmitter output signals equivalent to the five cardinal points of the instrument range shall be generated to check the response of all other instruments and elements in the loop.

Alarm and trip actions shall be checked.

4.25.1 All present or adjustable controller and instrument settings shall be recorded.

4.26 Test Sheets

4.26.1 The Contractor shall ensure that test sheets are completed as part of the Commissioning Tests. Copies of these and the following should be kept in the Operating manual.

Pre-Installation Calibration Certificate

Instrument Pre-Commissioning Record

Digital I/O Pre-Commissioning Record

Digital I/O Commissioning Record

Schedule of test on Completion - Insulation and Conductor Resistance

Telemetry and Remote control Cable

vii) British Telecom Line Attenuation Tests

4.27 Training

The Contractor shall provide an on-site training programme to enable up to 5 Agency staff to operate and monitor performance of the gauge.

Further on-site training programmes may be required and should be offered within the options for Supplementary Training and significant system upgrades (including software).

The Contractor will provide training in the use of GAFA (gauge from afar remote diagnostic software) if required by the customer.

4.28 Site Information and Access

4.28.1 The Agency will provide the Contractor with details of the site location(s) where the gauge(s) are to be installed.

4.28.2 The Agency will obtain any necessary planning permission required for the sites.

4.28.3 The Agency will obtain any necessary permission for site access.

4.28.4 The Agency will liaise with the civil engineering contractor regarding access to site for the gauge contractor's staff.

4.28.5 The Contractor shall ensure that access to site is satisfactory and adequate for undertaking the Work.

4.29 Programme of Works

4.29.1 Provide a programme of works for completing the installation. This should include a project plan, details of major milestones and time scales for completion of the projects.

4.29.2 The Agency will agree the proposed dates on which installation of the gauges should occur following discussions with the contractor.

4.29.3 Any variation to the programme of works is to be agreed with the Agency.

4.30.1 Maintenance and Warranty

A full 2 year warranty package is required for all new equipment supplied under this contract. This excludes upgrades to the gauge. Items required are;

- Full 2 year parts and labour warranty
- All servicing and maintenance requirements
- Maintenance of a stock of spare parts/subassemblies for a period of 10 years
- Working hours helpdesk facility

Beyond the 2 year warranty period the Maintenance Agreement set out with lot 1 will apply.

4.30.2 Additional services

The contractor will arrange all services required to allow installation of Gauges to be performed - This may include the provision of a boat, divers or assistance in lifting heavy equipment (e.g. transducer arrays, manholes etc). Cost to be providing in pricing schedule – extras.

NON TECHNICAL REQUIREMENTS

1 QUALITY CONTROL AND ASSURANCE

It is expected that quality control and assurance of products is and will be managed by way of your existing or proposed quality management system (QMS). Any QMS processes or techniques given as part of your tender response will be expected as a minimum under the framework.

2 CONTRACT MANAGEMENT

2.1 Environment Agency Framework Management

The contract will be managed on a national basis by the following:-

Technical issues, will be managed by Mr. Richard Iredale, Technical Advisor, Hydrometry Process Team. The Environment Agency, Olton Court, 10 Warwick Rd, Olton, Solihull, B92 7HX. Tel 01217084650

Commercial issues, will be managed by Vernon Lambert – Senior Procurement Officer, Environment Agency Wales, Cambria House, 29 Newport Road, Cardiff, CF24 0TP Tel 029-20466215,

2.2 EA regional contacts

Environment Agency Site Managers - Details of the Agency's nominated Site Managers shall be agreed with the Contractor when the Framework is awarded.

2.3 Supplier Framework Management

The Agency requires the supplier to nominate a single Contract Manager for the contract. The Contract Manager will be responsible for liaison with the Environment Agency nominated contacts above and will be a single point of contact with regards to the operation of the contract. The EA must be informed of any changes to the nominated personnel. The contractor should provide full contact details of the supplier contract manager (name, address, tel/fax., email).

2.4 Ordering procedures

Details of the framework will be circulated to end users across the Agency. Individual orders for items covered by the framework will be placed directly by end users as necessary. The contractor will be required to comply on each occasion with the Terms and Conditions of the contract including agreed delivery times and prices.

2.5 Maintenance Schedules

The Contractor will create and maintain a schedule of sites for each region. The Contractor will provide the Contract Manager with updated copies of these schedules annually during the period of the Contract.

2.6 Purchase Orders and Invoicing

Purchase orders will be placed directly by Project Managers; all relevant invoices must be sent to the either of the following addresses:-

For England Related Orders

Environment Agency, FSC, Environment Agency, PO Box 322, Peterborough, PE2 8YD for England orders

For Wales related orders

Environment Agency Wales, Ty Cambria, 29 Newport Road, Cardiff, CF24 0TP for Wales Orders.

In order to ensure prompt payment all invoices should quote the relevant order number.

The Environment Agency will seek to ensure that maintenance related orders are managed / coordinated through one point of contact per region.

2.7 Management Information

In order to ensure effective monitoring of the contract, the contractor will be required to provide usage/call-off and performance data as and when required by the Agency and this will form the basis of any contract review meetings to be held during the life of the contract. As a minimum, the contractor shall provide monthly reports to the Agency showing compliance with agreed Service Levels.

2.8 Terms and Conditions

The contract will be governed by the Environment Agency conditions of contract for services. Receipt of a formal tender response, confirms acceptance of the enclosed terms and conditions.

2.9 Performance Management

The supplier will ensure that all goods and services are provided in line with the framework requirements. In the event of a performance issue, the Environment Agency will seek to resolve it by way of the process agreed by both parties. Where an issue cannot be resolved quickly, an escalation process will proceed, leading to a full contract review. Key issues which may result in formal escalation are inclusive of but not limited to:-

Faulty products

Not meeting the agreed service levels for either maintenance or new gauges

Land owner complaints

Poor Health & Safety

Sustainability issues

2.10 Supplier Performance Measures (SPM)

Supplier performance will be measured by way of the project manager or site manager completing the agreed template; there will be two templates, one for annual maintenance and another for new gauge projects.

2.11 Future maintenance requirement and new products

Where a newly installed gauge moves out of the 2 year warranty period, the gauge site will be added to the regional maintenance programme via a change control notice. The contractor must inform the EA contract manager, the site manager and procurement of the forthcoming expiry so the relevant paperwork can be put in place.

On instruction of the contract manager, the gauge will be added to the regional programme via a change control notice. An order will then be raised by the region to cover the new gauge and will then be included in the annual maintenance renewal the following financial year.

Suppliers are also advised that we welcome the proposal of new or modified technologies to the framework. Any new or significantly altered instruments or associated equipment will not be approved for general purchase until it has been acceptance tested and / or approved by the Environment Agency National Contract Manager.

A change control will be agreed, signed by the Environment Agency and the contractor for any additional goods / service that may be incorporated into the framework post award. Where a cost for a product or service is not given during the tender process, a quotation will be requested.

3 HEALTH & SAFETY AND SUSTAINABILITY

3.1 Health & Safety

General

As a minimum, all goods / services shall be in accordance with the Health & Safety at work act 1974, Construction Design and Management Regulations (2007). and your Health and Safety policy provided within your PQQ submission or tender proposal.

In addition to the above, where work is required at an Agency site or office, the contractor must adhere to the Environment Agency's Health and Safety procedures including the current requirements for managing contractors. This is inclusive of but not limited to the overarching H&S policy, method statements and risk assessments that may be generic or site specific.

Activities such as boat work and entering confined spaces will need to be considered separately and site specific assessments will need to be provided to the area contact.

The Environment Agency will undertake monitoring on site of the contractors Health performance including Health and Safety.

Design and installation.

The Environment Agency local project manager will specify a deadline for the submission of the Method Statements and Risk Assessments for the installation.

The contractor is not permitted to start work on site until a **Permission to Work** has been agreed with Agency project manager.

Maintenance of existing sites.

If the contractor is required to attend site to fix the fault contact should be made with the area contact to agree a Permission to Work. A site visit is not permitted until a **Permission to Work** is agreed.

The contractor will provide (prior to commencement of the contract) Generic Risk Assessments and Methods Statements to cover routine activities. These will be subject to continuous review.

It will identify the information required to be provided by the Environment Agency (Hazard information).

Additionally it will also include a dynamic risk assessment process to be completed by those on site prior to and during the works on site.

No site visit can be undertaken until a **Permission to Work** has been issued from the Environment Agency.

It is the responsibility of the EA representative and the contractor to ensure that appropriate risk assessments and safe systems of work are in place.

The Environment Agency's Yellow / Red card system will apply to this contract. The key sections of the document can be found below; it explains how the system works, what is expected by the EA project manager and our contractors when site work is required. This covers pre and post award of contract and for this framework a focus should be given to working in or near water, lone working and boat safety.

Yellow and Red card process

Dealing with poor performance – yellow & red card process

If a contractor is performing poorly from a health, safety and/or environmental perspective, you must use the system below to address the issue.

Note: Make sure that you have formally made the contractor aware of this process before work commences, preferably at the tender stage, and that suspension/cancellation of the contract may occur.

Existing framework contracts will not have this written in to them but future contracts that are being set up will have. Therefore you will not be able to enforce the Yellow/Red card procedure on existing contracts. However, it can still be used as a tool for challenging contractors and rectifying issues.

This system is not connected with the Dynamic Risk Assessment red carding process.

Triggers for yellow and red card system

The yellow and red card process will be triggered for any of the following issues:

Health and Safety

- For all injuries, fatalities, and Dangerous Occurrences reportable under the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995' (RIDDOR).
- All electricity cable and gas mains service strikes.
- All other Near Misses and injuries which in the opinion of the Environment Agency could have resulted in death or serious injury.
- An Improvement or Prohibition Notice is issued by an enforcing authority and the incident or situation giving rise to such notice could have resulted in death or serious injury.
- Management failings, requiring intervention by Environment Agency staff or others to prevent any of the above.

Environmental

- All major incidents (Cat 1 or 2 on NIRS).
- All major non compliances (Cat 1 or 2 on NIRS / CCS) and any instances where permits are missing or not complied with.
- Infringement of legislation that could result in significant environmental damage (such as hazardous waste being disposed off as non-hazardous or mismanagement of protected sites, habitats or species).
- Any near misses or incidents which in the opinion of the Environment Agency could have resulted in a serious incident.
- Management failings, requiring intervention to prevent any of the above.
- Activities that could affect our reputation.

Action to take with the yellow & red card process

If any of the issues detailed above occur, the following guidance explains how to issue a yellow or red card.

The degree to which you implement the guidance will need to be adapted on the risk level and type of work to be undertaken.

For H & S, record the issue on SHERMs. For environment, record (and manage) the occurrence according to procedures on reporting of incidents, near misses and non-compliances and advise the Regional Environmental Management Advisor (REMA). Advise Procurement that you intend to trigger the yellow/red card process.

You must formally notify the contractor that you intend to trigger the yellow/red card process.

Yellow Card

When a yellow card is triggered the contractor must stop work and provide a formal action and monitoring plan to ensure no repetition of the same incident.

A yellow card would be issued for:

- Continual indiscretions after repeated verbal challenges for poor practice, including poor quality of documentation.
- Failure to manage sub contractors effectively.
- Poor attitude towards members of the public and land owners.
- Failure to follow method statements and risk assessments.
- A deliberate indiscretion that is felt does not warrant an immediate red card but is of such a serious nature that an action plan should be implemented to ensure the bad practice is not repeated.

Red Card

In cases of extremely serious breaches of health, safety and environmental best practice, following a discussion with the Regional Health and Safety Advisor or Regional Environmental Management Advisor, a red card will be triggered against the contractor who must stop work immediately.

Red cards would be issued for:

- Two yellow card offences over the course of the contract(s) – depending on risk level and duration.
- Serious breach or deliberate act of non-compliance with statutory and Environment Agency health, safety and environmental regulations, directives and codes of practice.
- If a contractor has received a red card they will have been in serious breach of their contract terms and conditions and:
- Will be asked to leave site immediately.
- May not be asked to tender for a period of one year.

3.2 Sustainability Consideration

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

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

3.2.1 Waste material

The supplier will ensure that site waste and material is kept to a minimum when carrying out instrumentation works. Waste is to be reused, re-cycled or disposed of through appropriate licensed carriers and waste sites

3.2.2 WEEE waste

All waste that is deemed WEEE shall be disposed of in line with the WEEE regulations. This shall be as described in your tender proposal or tender clarification / negotiation providing it meets the legislative requirements.

Data Protection Act addendum to specification

Protection of Personal Data

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

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

Additional Information

The terms and conditions in this document are critical to the performance of this contract/framework. In your own interests you are advised to read these carefully.

Data Protection Act 1998

For the purposes of the Act the Environment Agency is the data controller.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within one year of the contract's expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to any one outside the Agency without the consent of the data subject, unless the Agency is required by law to make such disclosures.

These provisions will apply to any person provided by yourselves to do work for us in addition or substitution after the contract has been awarded.

Copyright and Confidentiality

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

Accuracy of Documentation

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

Amendments to Documentation

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

Alternative Offers

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

Freedom of information Act

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender, or any other information that you have submitted, is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Agency should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Instructions to Tenderers

Tender Response Submission

Please return your hard copy tender submission to the address given in the covering letter and also send an electronic copy to – vernon.lambert@environment-agency.gov.uk and richard.iredale@environment-agency.gov.uk

The following documents must be returned as a hard copy:

Pricing Schedule

Form of offer

Declaration of Non Collusive Tendering

In addition to the above, your tender should contain answers to the questions below. Your answers must be set out in the same order as below with the same headings. Scores will be given in accordance with our pre-determined scoring rationale; this is based on a 1 to 10 scoring system. An answer that scores less than 5 may require clarification during the evaluation or Post tender clarification stage.

Many of the questions below will be generic to Lots 1 and 2 so your respective answer should seek to cover both if you have bid for the two. The technical section has been split, to manager the different aspects of maintenance (Lot 1) and new gauges (Lot 2).

Company & Commercial – (C&C) – 5% - Generic

C&C1 - Pricing information

Completion of the pricing schedules found in Section 3

C&C 2 - Insurances – Non scored information but mandatory to the evaluation

Provide evidence of your current insurance certificates. These should be copies of the documentation that covers you as an entity, inclusive of employer's liability, Product liability and Third party Insurance with insurance values.

C&C3 – Contract Management - Non scored information but mandatory to the evaluation

Please provide the details of your Contract Manager for the contract. The Contract Manager will be responsible for liaison with the Environment Agency nominated contacts above and will be a single point of contact with regards to the operation of the contract. The contractor should provide full contact details of the supplier contract manager (name, address, tel/fax., email).

C&C4 - Quality Control and Quality Assurance – (1%)

Provide a detailed account of how you will manage the quality control and assurance aspects that ensure a professional and consistent approach to the lots you are bidding for.

C&C5 – Dispute resolutions and management – (1%)

Describe your process for dealing with the following situations:-

Staff shortage or lack of resource to deliver our requirements

Delays in meeting timescales

Faulty parts or instruments

Staff absence or resource issues

C&C6 - Use of Sub-Contractors – (1%)

As a follow on question from the PQQ stage, please provide information on whether your organisation will be managing all aspects of the project or whether sub-contractors of any kind will be used to manage a shortage of skill or resource. If sub-contractors are to be used the Environment Agency is interested in understanding how you will manage sub-contractors and what measures are in place to ensure the level of service remains to a

high quality standard. Please list any suppliers, sub-contractors or any other type of external resource you propose that may have a significant impact on this contract.

C&C7 - Product life cycle and estimated sales – check PQQ (1%)

For each of your products, please give an indication of how long the product has been in manufacture, how many units have been sold world-wide, and what year the product would no longer be supported (An actual year is required with any assumptions)

C&C7 - After-sales and support services – (1%)

Describe how your organisation caters for after-sales services to customers. This relates to aspects such as maintenance call-outs and faults, feasibility reports, managing new gauge installations, de-commissioning, focus groups and training. You should also describe information on how the monthly report information will be provided and the level of detail.

Health and Safety (H&S) – 10% - Generic

H&S1 – Health and Safety on site – (2%)

Please describe how the following risks will be managed during site visits / work:-
Remote sites and lone working
Working in or near water
Weather impacts

H&S2 – Health & Safety policy and process dissemination – (2%)

Details of how new Health and Safety legislation is passed on to the workforce and details of how lessons learned are disseminated within the company.

H&S3 – Personal Protective Clothing – (2%)

Provide a list of PPE to be used on site

H&S4 – Accident and Incident reporting – (2%)

Please provide details of any accidents/incidents to employees and non-employees reported by or on behalf of, your organisation to the Health and Safety Executive during the last three years (as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

H&S5 – Incident Management – (2%)

Describe how you will deal with H&S related incidents on site and the formal process that supports it; you should also state who will manage this aspect of the contract and also the person with ultimately responsible for H&S

Please provide details of how often and by whom safety inspections will be carried out.

Sustainability (SUS) – 5% - Generic

SUS1 – Travel management – (1%)

Please provide a copy of your travel policy and also provide information on how programming of work and travel will be dealt with under this framework.

You should consider how you will coordinate activities across various sites for either maintenance, new gauges or both resulting in the least environmental impact?

SUS2 – Environmental impacts – (1%)

Provide examples of how you seek to reduce environmental impacts in the work you carry out - e.g. re-use of materials, recycling of waste etc.....

SUS3 – Working environment – (1%)

Whilst delivering its statutory obligations, the Environment Agency must consider the surroundings it is working in and the impact on nearby wildlife. In line with our requirements, please provide information on what you consider to be factors that may affect the opportunity to carry out proposed work in habitats and restoration areas.

SUS4 – Sustainability – (2%)

Completion of the sustainability questionnaire (page 33) with supporting information on how you manage sustainability as an organisation and through the delivery of your services.

This section is for completion if you stated an interest in bidding for Lot 1 at the PQQ stage.

Technical, Understanding and Approach (TUA) – 30%

Lot 1 – Maintenance of existing gauges

TUA1 - Compliance with Maintenance specification – (15%)

In bold please confirm you understand the requirements of the specification **and** whether you are:

Fully Compliant,

Partially Compliant or

Non Compliant with the specification

If partially compliant/non compliant please provide further details of the relevant areas in question.

TUA2 - Understanding the requirement – (4%)

A full description of how you intend to manage this contract in terms of:-

How you propose to deliver the contract as per the Agency's specification?

What you feel the key requirements of the maintenance contract are based on your knowledge and experience?

How priority call-outs will be adhered to and your process for ensuring compliance with the timescales and service levels within our specification?

TUA3 - Resource capacity, staff – (4%)

Provide CV's of key personnel proposed for this requirement and what their responsibilities will be under the contract.

Any certification and accreditation staff may have that is relevant to maintenance of instruments.

Any appropriate information that informs the Agency of the experience of the personnel proposed to assist the EA in determining suitability.

TUA4 – Maintaining gauges - problems / constraints – (4%)

Please provide details regarding the 3 greatest problems/risks you encounter when maintaining existing instruments either on site or remotely?
Please provide full details on how you mitigate these risks.

TUA5 - Added value – (3%)

Please provide examples of where you have added value to a customer and also provide a statement on whether you believe there to be any opportunities of adding value or savings for the maintenance contract.

Lot 2 – Feasibility, Design, supply, Install and Commission of new gauges

This section is for completion if you stated an interest in bidding for Lot 2 at the PQQ stage.

Technical, Understanding and Approach (TUA) – 30%

TUA1 - Compliance with New gauge specification – (15%)

In bold please confirm you understand the requirements of the specification **and** whether you are:

Fully Compliant,
Partially Compliant or
Non Compliant with the specification

If partially compliant/non compliant please provide further details of the relevant areas in question.

TUA2 - Understanding the requirement – (4%)

A full description of how you intend to manage this contract in terms of:-

How you propose to deliver the contract as per the Agency's specification?

What you feel the key requirements of this contract are based on your knowledge and experience?

TUA3 - Resource capacity, staff – (4%)

Provide CV's of key personnel proposed for this requirement and what their responsibilities will be under the contract.

Any certification and accreditation staff may have that is relevant to feasibility, design, supply and installation contract.

Any appropriate information that informs the Agency of the experience of the personnel proposed to assist the EA in determining suitability.

TUA4 – New gauges problems / constraints – (4%)

Please provide details regarding the 3 greatest problems/risks you encounter when designing, supplying and installing a new gauge?
Please provide full details on how you mitigate these risks.

TUA5 - Added value – (3%)

Please provide examples of where you have demonstrate added value to a customer and also provide a statement on whether you believe there to be any opportunities of adding value for the maintenance contract.

Sustainability Questionnaire – Tender Stage (to support pre-qualification)

Ref: 24948
 Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges
 Company Name: Contractor Fisher Scientific

The Environment Agency is committed to best practice in the area of sustainable procurement. This includes development of our supply chains. By completing this questionnaire, we hope that you will become more aware of the sustainability impacts of the products and services that you provide. This will provide us with valuable information, and help us to work with you to improve your sustainability performance.

As part of the pre-qualification process, we have asked you a number of questions regarding your approach to Sustainability. Your response to this tender questionnaire will enable us to explore your capabilities in more detail.

***To reiterate what we mean by sustainability, there are three aspects:
 Environmental: Waste & Emissions, resource use and replenishment, impacts on habitats and biodiversity.
 Social: Culture, People, Diversity & Equality
 Economic: Development & Stability***

All aspects are considered throughout the lifecycle of the product or service.

We appreciate that if you are a small company you may not be able to provide detailed information, however, please answer this questionnaire to the best of your ability.

If the response to a specific question directly relates to the goods and services being delivered under the contract, it will form part of the evaluation. The response to other questions are for information purposes only.

Where evidence is being requested, please provide this on no more than one side of A4 for each question. Further information provided may not be considered.

PART A – Further Evidence

General Information (Policy, communications, targets & monitoring)			
1 Does your company review its sustainability impacts?	Yes	No	If yes, please provide evidence
2 Does your company have systems in place to monitor compliance with relevant sustainability legislation?	Yes	No	Please provide evidence

PART B

You can save money and benefit the environment by minimising consumption and reducing waste.

Environmental (your company)				
3 Our company reduces energy consumption and maximises efficiency	Always	Often	Rarely	Never
4 Our company is reducing the CO ₂ impact of the delivery of goods and services that we provide (including staff travel).	Yes	No	Please provide evidence	
5 Our company uses and/or generates renewable energy	Yes	No	% purchased _____	% generated _____
6 Our company takes active steps to minimise water use and achieves water savings	Always	Often	Rarely	Never
7 Our company is reducing the levels of waste material generated	Yes	No	Please provide evidence	
8 Our company re-uses all possible waste material generated	Always	Often	Rarely	Never
9 Our company recycles all possible waste material generated	Always	Often	Rarely	Never
The following questions are about how you consider this in the design of products and services.				
Environmental (Your products/service)				
10 Our company produces and buys energy efficient products that meet the standards of Eco-Label criteria where available.	Yes	No	Please provide evidence	
11 Our company approach to product design and purchasing considers the environmental life-cycle impacts .	Yes	No	Please provide evidence	
12 We have a Research & Development budget that aims to deliver efficiencies and reduce environmental impacts.	Yes	No	% of Turnover _____	
Social and Economic (Your Company)				
13 Our company considers social and economic impacts of key suppliers in the supply chain when sourcing goods and services.	Always	Often	Rarely	Never
14 Our company ensures that International Labour Organisation (ILO) Conventions on Labour Standards are adhered to throughout our supply chain.	Yes	No	Rarely	Never
15 Our company provides and/or buys Fair Trade goods.	Always	Often	Rarely	Never
16 Our Company audits its supply chain to ensure that sustainable practices are followed.	Yes	No	Please provide evidence.	
17 Our company actively supports SME's, BME's, local Suppliers and Third Sector suppliers for contracts.	Always	Often	Rarely	Never

PRICING SCHEDULE

Please complete the relevant pricing schedules in the embedded document. This is an excel document to which you should complete the tabs for the lots you are bidding for.

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT



Pricing schedule for
Flow Gauges

FORM OF OFFER

Ref: 24948

Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

The essence of selective tendering is that the Environment Agency shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:-

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time of the following acts:-

- communicating to a person other than the Environment Agency the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

I/We hereby certify that I/we have not, and will not in future, canvassed or solicited any Member, Officer or employee of the Environment Agency in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

Having examined the Tender Document and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Tender Document, I/we hereby offer to provide upon the terms and conditions of the Contract, the Goods and/or Services therein specified at the rate shown in the Pricing Schedule of the Tender.

This Tender, together with the Environment Agency's written acceptance thereof, will form a binding agreement between us.

Signature of Supplier: _____

(Where a Limited Company for and on behalf of)

Telephone No(s):
(0) 1489 783209

Dated this _____

Declaration - Collusive Tendering

The essence of tendering is that the client shall receive bona fide competitive tenders from those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of our tender by, under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act of the sort described above.

In this certificate, the word "person" includes any person or any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed on behalf of the said company: Contractor

Signature _____

Print Name _____

Designation _____

Date _____

Conditions of Contract - Services

Ref: 24948

Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

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1. DEFINITIONS

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

1.1.2 Agency The Environment Agency, its successors and assigns.

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

1.1.4 The Appendix The Appendix to these Conditions.

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

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

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

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

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

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

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

1.1.13 The Resulting Rights
All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor,

whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

1.1.14 Notice

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

- a) fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;
- b) first class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.15 Permission

Express permission given in writing before the act being permitted.

1.1.16 Services

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

1.2 Except as set out above, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4 Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

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

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

3. CONTRACT SUPERVISOR

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

4. THE SERVICES

4.1 The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using all skill, care and diligence, and to the satisfaction of the Contract Supervisor.

- 4.2 The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

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

6. CONTRACT PERIOD

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

7. PROPERTY

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

8. MATERIALS

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

9. SECURITY

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

10. VARIATIONS

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

11. EXTENSIONS OF TIME

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

12. DEFAULT

- 12.1 The Contractor shall be in default if he:
 - 12.1.1 fails to perform the Contract with due skill, care, diligence and timeliness;
 - 12.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;
 - 12.1.3 is in breach of the Contract.

- 12.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least seven days in which to remedy the default.
- 12.3 If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13 TERMINATION

The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

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

14 DETERMINATION

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

15 INDEMNITY

- 15.1 Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1 death or injury to any person;

15.1.2 loss or damage to any property excluding indirect and consequential loss;

15.1.3 infringement of third party Intellectual Property Rights

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

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

16 LIMIT OF CONTRACTOR'S LIABILITY

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

16.1.1 the sum stated in the Appendix;

16.1.2 if no sum is stated, the Contract Price or five million pounds whichever is the greater.

17 INSURANCE

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

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

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

18 INDUCEMENTS

The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Corruption Acts 1906 to 1916 in any of his dealings with the Agency.

19 MONITORING AND AUDIT

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

20 CONTRACT PRICE

- 20.1 The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

- 20.2 In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21 INVOICING AND PAYMENT

- 21.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

- 21.2 If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

22 INTELLECTUAL PROPERTY RIGHTS

- 22.1 All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

- 22.2 All Results shall be the property of the Agency.

- 22.3 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

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

- 22.3.1 assigns to the Agency all Resulting Rights

22.3.2 grants the Agency a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

- 22.4 All Results shall be the property of the Agency

- 22.5 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

- 22.6 The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

- 22.7 The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2 .

- 22.8 The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

- 22.9 If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.10 The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.11 The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the Agency.

22.12 The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23 WARRANTY

The Contractor warrants that the Services supplied by him are fit for the Agency's intended purpose so far as this has been communicated to him, or which he would reasonably be expected to know.

24 STATUTORY REQUIREMENTS

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

25 ENVIRONMENT

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

26 PUBLICITY

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

27 LAW

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

28 WAIVER

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

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

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

29. ENFORCEABILITY

If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will

be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

30 DISPUTE RESOLUTION

- 30.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.
- 30.2 If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).
- 30.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
- 30.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.
- 30.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 30.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 30.7 Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31 GENERAL

- 31.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.
- 31.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

32 FREEDOM OF INFORMATION ACT

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act or the Regulations. We may also decide to include certain

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

33 **Special condition – Staff Transfer**

33.1 This Contract envisages that subsequent to the commencement of this Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part ("**Service Transfer**"). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations ("**Relevant Transfer**") then, in such event, the Contractor or a Replacement Contractor would inherit liabilities in respect of the Transferring Employees and the provisions of this Special Condition 33 shall apply.

33.2 The definitions and rules of interpretation in this Agreement apply in this special condition together with the following definitions:

"**Contractor's Final Staff List**" means the list of all the Contractor's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

"**Contractor's Personnel**" means all employees, staff, other workers, agents and consultants of the Contractor and of any sub-contractors who are engaged in the provision of the Services from time to time

"**Contractor's Provisional Staff List**" means a list prepared and updated by the Contractor of all the Contractor's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

"**Data Protection Legislation**" means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"**Employment Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) as subsequently amended or updated

“Incumbent Employees” means those employees whose contracts of employment transfers to the Contractor from the Incumbent Supplier as at the commencement date of this Contract pursuant to the Employment Regulation

“Incumbent Supplier” means the contractor or contractors (including sub contractors) who carried out any services which are identical or substantially similar to any of the Services to be performed by the Contractor pursuant to this Agreement and which the Agency received prior to the commencement of this Contract

“Replacement Services” means any services which are identical or substantially similar to any of the Services and which the Agency receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Agency internally or by any Replacement Contractor.

“Replacement Contractor” any third party contractor who is engaged to provide the Replacement Services appointed by the Agency from time to time.

Service Transfer Date: the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Agency (in-house) or any Replacement Contractor.

“Staffing Information” means in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Agency may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Agency car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

“Transferring Employees” those employees whose contract of employment will be transferred to the Agency or a Replacement Contractor pursuant to the Employment Regulations on expiry or termination of this agreement.

The Incumbent Employees

- 33.3 The Agency and the Contractor believe that, pursuant to the Employment Regulations, at the commencement of this Contract, the Contractor will become the employer of the Incumbent Employees.
- 33.4 The Agency gives no warranties or indemnities and makes no representation in respect of the Incumbent Employees and the Contractor accepts that it solely shall be liable to meet all costs, claims, liabilities and expenses of whatever nature in respect of the Incumbent Employees
- 33.5 The Contractor shall indemnify the Agency in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Agency including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 33.5.1 any failure by the Contractor to comply with its obligations pursuant to the Employment Regulations; and
- 33.5.1 anything done or omitted to be done by the Contractor in respect of any of the Incumbent Employees whether before or after the commencement date of the Contract.

Service Transfer – Transferring Employees

- 33.6 The Contractor agrees that, subject to compliance with the Data Protection Legislation:
- 33.6.1 within 20 days of the earliest of:
- 33.6.1.1.1 receipt of a notification from the Agency of a Service Transfer or intended Service Transfer;
- 33.6.1.1.2 receipt of the giving of notice of early termination of this agreement or any part thereof; or
- 33.6.1.1.3 the date which is [6?] months before the expiry of the Contract Period or any renewal term,
- and, in any event, on receipt of a written request of the Agency at any time, it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Agency or, at the direction of the Agency, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List when reasonably requested by the Agency or any Replacement Contractor;
- 33.6.2 at least 14 days before the Service Transfer Date, the Contractor shall prepare and provide to the Agency and/or, at the direction of the Agency, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects.

The Contractor's Final Staff List shall identify which of the Contractor's Personnel named are Transferring Employees;

- 33.6.3 the Agency shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and
- 33.6.4 on reasonable request by the Agency the Contractor shall provide the Agency or at the request of the Agency, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Agency reasonably requests.
- 33.7 The Contractor warrants that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information will be true and accurate in all material respects.
- 33.8 From the date of the earliest event referred to in paragraph [33.6] of this Special Condition the Contractor agrees that it shall not without the prior written consent of the Agency, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Contractor's Provisional Staff List and shall not without the prior written consent of the Agency (such consent not to be unreasonably withheld or delayed):
 - 33.8.1 increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Agency;
 - 33.8.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;
 - 33.8.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Contractor's Personnel save for fulfilling assignments and projects previously scheduled and agreed with the Agency;
 - 33.8.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Staff List; and
- 33.9 replace any of the Contractor's Personnel listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.
- 33.10 The Contractor will promptly notify the Agency or, at the direction of the Agency, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.

33.11 At least 14 days before the expected Service Transfer Date, the Contractor shall provide to the Agency or any Replacement Contractor, in respect of each person (subject to compliance with Data Protection Legislation) on the Contractor's Final Staff List who is a Transferring Employee, their:

33.11.1 pay slip data for the most recent month;

33.11.2 cumulative pay for tax and pension purposes;

33.11.3 cumulative tax paid;

33.11.4 tax code;

33.11.5 voluntary deductions from pay; and

33.11.6 bank or building society account details for payroll purposes.

33.12 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:

33.12.1 the Contractor shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Contractor shall indemnify the Agency and any Replacement Contractor in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Agency or any Replacement Contractor including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

33.12.1.1 the Contractor's failure to perform and discharge any such obligation;

33.12.1.2 any act or omission by the Contractor on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;

33.12.1.3 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;

33.12.1.4 any claim arising out of the provision of, or proposal by the Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;

33.12.1.5 any claim made by or in respect of any person employed or formerly employed by the Contractor other than a Transferring Employee for which it is alleged the Agency or any Replacement Contractor may be liable by virtue of this agreement and/or the Employment Regulations;

33.12.1.6 any act or omission of the Contractor in relation to its obligations under regulation 11 of the Employment Regulations, or in respect of an award of compensation under regulation 12 of the Employment Regulations except to the extent that the liability

arises from the Agency or Replacement Contractor's failure to comply with regulation 11 of the Employment Regulations; and

33.12.1.7 any statement communicated to or action done by the Contractor or in respect of any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Agency in writing.

33.13 The Contractor shall indemnify the Agency and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other Contractor's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.

33.14 The parties shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.

33.15 The Agency shall assume (or shall procure that the Replacement Contractor shall assume) the outstanding obligations of the Contractor in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration before the Service Transfer Date.

Appendix to Conditions - Services

Ref: 24948

Title: National - Design, Supply, Install and Maintenance of Ultrasonic/Electro Magnetic Flow Gauges

		Condition
1	Contract Supervisor	3
	Richard Iredale	
	Address:- 10, Warwick Road, Olton, Solihull, B92 7HX	
2	Contractor	
	Address:	
3	Completion	6
	Contract Start Date	02.04.2012
	Contract End Date	31.03.2016
4	Insurance	17
	Third Party Minimum Cover	£5 million
	Public Liability Min. Cover	£5 million
5	Limit on Liability	16
	Limit on Contractors Liability	£5 million