



Department  
for Environment  
Food & Rural Affairs



T: 03459 335577  
helpline@defra.gov.uk  
[www.gov.uk/defra](http://www.gov.uk/defra)

Capita Property and Infrastructure Ltd,



Your ref:   
Our ref:   
Date: 23/11/20

Dear Sir,

## **Award of contract for the supply of Climate Change Trading Regulatory Services – Lot 2: Auditing on behalf of the Environment Agency**

Following your tender/ proposal for the supply of Climate Change Trading Regulatory Services to Environment Agency, we are pleased to award this contract to you.

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

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

1. The Services shall be performed primarily home-based, however may be required to attend the office in  periodically.
2. The charges for the Services shall be as set out in the Supplier's tender dated 15<sup>th</sup> September 2020.

3. The specification of the Services to be supplied is as set out in the Supplier's tender dated 15<sup>th</sup> September 2020 and are embedded within this document:



4. As included within the tender documents, there is no guaranteed level of work under the agreement.
5. The Term shall commence on 30<sup>th</sup> November 2020 and the Expiry Date shall be 29<sup>th</sup> November 2022. There are two additional extensions options available of 12 months with a final expiry of 29<sup>th</sup> November 2024, subject to business requirements, performance and price. All extension requested will be agreed in writing by both parties.
6. The address for notices of the Parties are:

Authority	Supplier
Defra group Commercial on behalf of Environment Agency [Redacted] <b>Attention:</b> [Redacted] <b>Email</b> [Redacted]	Capita Property and Infrastructure Ltd [Redacted] <b>Attention:</b> [Redacted] <b>Email:</b> [Redacted]

7. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
[Redacted]	Contract Manager

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

(whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

## Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to Accounts-Payable [REDACTED]. Alternatively you may post to (Environment Agency), [REDACTED]. You must be in receipt of a valid PO Number before submitting an invoice and to liaise with the contract manager on the process.

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

## Liaison

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

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Capita Property and Infrastructure Ltd by 30<sup>th</sup> November 2020.

Yours faithfully,

[REDACTED]

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

## FORMATION OF THIS CONTRACT

BY AGREEING AND RETURNING THIS CONTRACT AWARD (by electronic means) the Provider agrees to enter a Contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Contract Award and the Conditions of Contract and by accepting the Contract Award agree to be bound by this Contract.

### Annex 1 –



Conditions of  
Contract - [REDACTED]