Add EA Logo

**Standard Contract for Goods and/or Services - Order Form**

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| --- | --- |
| 1. **Purchase Order Number**
 | TBC |
| 1. **Customer**
 | The Environment Agency acting on behalf of the Department for Environment, Food & Rural Affairs (DEFRA). |
| 1. **Contractor(s)**
 | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered)]* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:N/A |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[x] **Services Only:**[ ] **Good and Services:**[ ]  |
| **Goods** | Description: BAM Whatman Tapes as set out in Appendix 2 – Specification / DescriptionThe Goods are to be Delivered in accordance with the following instructions:Delivery Address: As per address list for the 33 sites/ LSOs, details provided at point of award.Warranty Period: **[*Insert warranty period e.g.*** [[12] months from Delivery][a period of [12] months from putting the Goods into intended service, or [18] months from Delivery, whichever is the less]**]** |
| **Services** | None. |
| 1. **Start Date**
 | *08/07/2024*  |
| 1. **Expiry Date**
 | *12/08/2024* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:APinvoices-ENV-U@gov.sscl.com Alternatively, you may post to: SSCL (Environment Agency)PO Box 797NewportGwentNP10 8FZWithin 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.To avoid delay in payment it is important that the invoice is compliant with Annex 3 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 the Authority’s Authorised Representative(s). |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Becki Cooke, becki.cooke@environment-agency.gov.uk or, in their absence, Rob Jones, robf.jones@environment-agency.gov.uk  |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | N/A |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
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| --- | --- |
| **Customer:** | **Contractor:** |
| Environment AgencyAttention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
|  |

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| 1. **Key Personnel of the Contractor**
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|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |

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| 1. **Procedures and Policies**
 | The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, 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 Deliverables.The Authority’s security / data security requirements are contained [here](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework).The Authority has corporate commitments to meet Net Zero carbon by 2030 and can be found [here](https://www.gov.uk/government/publications/environment-agency-reaching-net-zero).The Authority’s equality and diversity strategy can be found [here](https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity).The Authority’s [regulatory statement](https://www.gov.uk/government/publications/environment-agency-regulatory-statement/environment-agency-regulatory-statement) sets out the strategic regulatory goals and describes the ambitious programme of improvements to the way regulation isdelivered.The Supplier is required to familiarise themselves and comply with the Authority’s health and safety policies which can be found in Appendix 7 UK Air Quality Monitoring Networks Health and Safety Guidance and Appendix 8 Environment Agency Code of PracticeFor the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.  |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
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| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Environment Agency Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fenvironment-agency%2Fabout%2Fprocurement%23conditions-of-contract&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=unzkH5WPQYjTjWw3SjQNZshbWnx2ajnZZ0TwQcK7Wxo%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions (EA)’

**Appendix 2: Specification/Description**

Supply and delivery to Local Site Operators of 580 BAM Whatman Tapes to comply with the tapes that are needed on the Instrument when it is operating within its MCERTS Certificate number CSA MC130237/05.

**Appendix 3: Charges**

Defined terms within this Appendix:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email.

**1. Rates and Prices**

|  |  |  |  |
| --- | --- | --- | --- |
| **Descriptions of Tasks and / or Products** | **Cost per product** | **No of products** | **Total Cost per Task** |
| WHATMAN TYPE BAM TAPESPart No. 460180 | [xxx] | 572 | £[xxx] |
| WHATMAN TYPE BAM TAPES SPARESPart No. 460180 | [xxx] | 6 | £[xxx] |
| SHIPPING TO EACH LSO (33 sites) | [xxx] | 33 | £[xxx] |
| Total Costs  | £[xxx] |
| Expenses or other costs (please detail type, e.g. travel, consumables  | £0 |
| Discounts applied (please detail) | £0 |
| **Total Overall Cost**  | **£[xxx]** |

**2. Currency**

All Supplier invoices shall be expressed in sterling, or such other currency as shall be permitted by the Authority in writing.

**3. Electronic Invoicing**

The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority’s e-invoicing system.

The Supplier shall ensure that each invoice is submitted in a PDF format and

contains the following information:

* the date of the invoice
* a unique invoice number
* the period to which the relevant Charge(s) relate
* the correct reference for the Contract
* a valid Purchase Order Number
* a description of the Deliverables
* a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
* the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

The Supplier shall submit all invoices and any requested supporting documentation through the Authority’s e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such

other person and at such place as the Authority may notify to the Supplier from time to time.

* Invoices submitted electronically will not be processed if:
* The electronic submission exceeds 4mb in size.
* Is not submitted in a PDF formatted document.
* Multiple invoices are submitted in one PDF formatted document.
* The formatted PDF is “Password Protected”