

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	<p>Department for Environment, Food and Rural Affairs (Defra) (<i>the Buyer</i>)</p> <p>(on behalf of the Environment Agency)</p> <p>Its offices are:</p> <p>Department for Environment, Food and Rural Affairs Defra group Commercial Seacol Building 2 Marsham Street London SW1P 4DF</p>
2. Supplier	<p>Lot 2.3-2.4: National Contract for Submersible Pressure Sensors</p> <p>Name: OTT HydroMet</p> <p>Address: Unit 19 Jessops Riverside 800 Brightside Lane Sheffield United Kingdom WN4 9PT</p> <p>Registration number: 3778121</p> <p>SID4GOV ID: N/A</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Hydrometry Measurement Instrumentation, see Schedule 2 (Specification) – 2.2) for full details. This comprises of 2 Lots;</p> <p>Lot 2.3-2.4: National Contract for Submersible Pressure Sensors</p>

		<ul style="list-style-type: none"> • LOT No 2.3 – Analogue output Sensors for harsh environments This lot relates to 4-20mA analogue output sensors to be used in corrosive environments, for example tidal monitoring, and will also require sensors to have a robust ceramic diaphragm to allow for regular cleaning and where the surrounding water is susceptible to freezing. • LOT No 2.4 – Digital output Saltwater Sensors This lot relates to SDI:12 and Modbus digital output sensors to be used in corrosive environments, for example tidal monitoring, and will also require sensors to have a robust ceramic diaphragm to allow for regular cleaning and where the surrounding water is susceptible to freezing. <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-024889 (FTS Contract Notice),</p> <p>All Contracts will be for 5 years, subject to approval by the Authority after 3 years - (3 Years + 2 Year Extension).</p>
4.	Contract reference	Contract reference: C27658 Tender Reference: C25633
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	<ul style="list-style-type: none"> • Lot 2.3-2.4: 13 January 2025
9.	Expiry Date	<ul style="list-style-type: none"> • Lot 2.3-2.4: 13 January 2028

10.	Extension Period	<p>In accordance with Clause 14.2 the Authority may extend the Contract beyond the initial 3 Years by 1 + 1 years.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.</p>
11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be not less than ninety (90) days' notice.</p>
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> This Award Form Mid-Tier Core Terms Schedule 1 (Definitions) Schedule 2 (Specification) Schedule 3 (Charges) Schedule 4 (Tender) Schedule 5 (Commercially Sensitive Information) Schedule 6 (Transparency Reports) Schedule 7 (Staff Transfer) Schedule 10 (Service Levels) Schedule 11 (Continuous Improvement) Schedule 13 (Contract Management) Schedule 20 (Processing Data) Schedule 21 (Variation Form) Schedule 22 (Insurance Requirements) Schedule 25 (Rectification Plan) Schedule 26 (Sustainability) Schedule 36 (Intellectual Property Rights)
13.	Special Terms	Special Term 1 – N/A

14.	Buyer's Environmental Policy	<p>The Environment Agency Buyers Policy is stated here, Procurement at EA - Environment Agency - GOV.UK (www.gov.uk).</p> <p>The Environment Agency net zero ambitions are stated here, Environment Agency: reaching net zero - GOV.UK (www.gov.uk)</p>
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes and report on the Social Value KPIs as required by Schedule 10 (Service Levels).</p>
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Core Terms apply.</p>
17.	Charges	<p>The Charges will be fixed for the first 3 years following the Start Date (the date of expiry of such period is a "Review Date"). After this Charges can only be adjusted on each following yearly anniversary.</p> <p>Details in Schedule 3 (Charges)</p>
18.	Estimated Year 1 Charges	<p>Details in Schedule 3 (Charges)</p>
19.	Reimbursable expenses	<p>Details in Schedule 3 (Charges)</p>
20.	Payment method	<p>As specified within Clause 4.3 (Pricing and Payments).</p> <p>The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.</p>
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <ul style="list-style-type: none"> • The Service Credit Cap is Non-Restricted in Value (£) • The Service Period is throughout the Contract Period • A Critical Service Level Failure is identified in Schedule 10

22.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every 12 months . The Supplier shall provide the Buyer with Progress Reports every 12 months .
25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable
27.	Supplier's Contract Manager	██████████ ██ ████████████████████████████████ ██████████
28.	Supplier Authorised Representative	██████████ ██ ████████████████████████████████ ██████████
29.	Supplier Compliance Officer	██████████ ██ ████████████████████████████████ ██████████
30.	Supplier Data Protection Officer	██████████ ██ ████████████████████████████████ ██████████

31.	Supplier Marketing Contact	Not Provided
32.	Key Subcontractors	Not Permitted
33.	Buyer Authorised Representative	<p>Project Officer – [REDACTED] Operations, National Monitoring, Instruments and Systems, National Hydrometry Team.</p> <p>Project Officer - [REDACTED] Operations – National Telemetry Service.</p> <p>SRO and budget holder – [REDACTED] Operations, National Monitoring.</p>

For and on behalf of the Supplier: [Redacted]		For and on behalf of the Buyer: [Redacted]	
Signature:		Signature:	
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:		Date:	