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

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| 1. **Purchase Order Number** | To be confirmed | |
| 1. **Customer** | Environment Agency, Kings Meadow House, King's Meadow Rd, Reading RG1 8DQ | |
| 1. **Contractor(s)** | To be confirmed | |
| 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:**  **Services Only:**  **Good and Services:** |
| **Goods** | None |
| **Services** | In Appendix 2 – Specification/Description  *[*To be performed at multiple public locations across Oxford that are detailed in the ’13-02-24 - Oxford FAS Indicative Access to Invasive Species Treatment Areas’ & ‘13-02-24 - Oxford FAS invasive survey – 2020’ documents with details and permissions to be confirmed once contractor is appointed.  Date(s) of Delivery: *May 2024 & July 2024* |
| 1. **Start Date** | *26/03/24* | |
| 1. **Expiry Date** | *01/01/25* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made to (TBC), payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. | |
| 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  Owen Williams, owen.williams@environment-agency.gov.uk  or, in their absence,  Tom Hyde, tom.hyde@environment-agency.gov.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  TBC  or, in their absence,  TBC | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. | |
| 1. **Progress Meetings and Progress Reports** | The Contractor shall provide the Customer with progress reports every treatment | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | The Environment Agency, Kings Meadow House, King's Meadow Rd, Reading RG1 8DQ  Attention: Owen Williams  Email: owen.williams@environment-agency.gov.uk | [**insert *name and address of Contractor*] TBC**  Attention: **[insert *title***] TBC  Email: [**insert *email address***] TBC | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: [The Customer’s Staff Vetting Procedures are: found on the following link [Environment Agency Website](https://www.gov.uk/government/organisations/environment-agency/about/procurement#conditions-of-contract) [The Customer’s security / data security requirements are: complying to the ‘General Data Protection Regulations 2018’    [The Customer’s additional sustainability requirements are: found on the following link [Environment Agency Website](https://www.gov.uk/government/organisations/environment-agency/about/procurement#conditions-of-contract)  The Customer’s equality and diversity policy/requirements and instructions related to equality, environmental policy are: [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).  [The Customer’s health and safety policy is: [Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (ada.org.uk)](https://www.ada.org.uk/wp-content/uploads/2023/02/LIT-16559-Safety-Health-Environment-and-Wellbeing-SHEW-Code-of-Practice.pdf) | |
| 1. **Special Terms** | N/A | |
| 1. **Additional Insurance** | N/A | |
| 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:** | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Owen Williams  Assistant Project Manager | 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**

An 8-month contract to undertake 2 treatments of Japanese Knotweed and Himalayan Balsam across the identified redline boundary for the Oxford Flood Alleviation Scheme. The works will include some hand pulling of the Himalayan Balsam and spraying.

Treatment of the area has been undertaken in previous years. The aim is to eradicate (or at least limit) the invasive species within the scheme area before construction work begins.

**Area to be treated**

See Oxford FAS Invasive Species Survey (Ecology Link, 2020)

Several public rights of way and informal paths cross the area. Himalayan balsam must be hand-pulled within 5 metres of all paths. Elsewhere it shall be treated by spraying with herbicide. Japanese Knotweed to be treated with herbicide.

**Site Compound and Access**

There are a number of different landowners across the scheme area. Plans showing the points of access to each area are included in the Access Pack.

Permission to access each area and the location of the site compound/storage area will be arranged by Dalcour Maclaren. The supplier will be required to liaise with Jack Green jack.green@dalcourmaclaren.com.

No access will be taken until Dalcour Maclaren have the landowners' agreement. Health and Safety

A Risk Assessment and Method Statement (RAMS) must be submitted with the quotation. This should take into account (but not be limited to) the following:

working near water control of substances hazardous to health the attached map indicating potential hazards across the site.

**Agreement to Use Herbicides in or Near Water**

The contractor must have permission to use herbicides near the watercourses on the site before work commences. This will require the completion and submission of [FormAqHerb01.](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/601813/LIT_4719.pdf)  .

Programme

A proposed programme should be submitted with the quotation. We are aware that it is unlikely that we will be able to undertake a first treatment this year before the Himalayan balsam starts setting seed.

**Appendix 3: Charges**

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number.  We will require invoices after each round of treatment.

It is anticipated that this contract will be awarded for a period ofapproximately 8 months and end no later than 01-01-25. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

**Appendix 4: Processing Personal Data**

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| **Treatment of Himalayan balsam and Japanese knotweed on the Oxford Flood Alleviation Scheme.** |
| **Contract:** |
| **Date:** | **[13/02/24]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Type of Personal Data |  |
| Categories of Data Subject |  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |