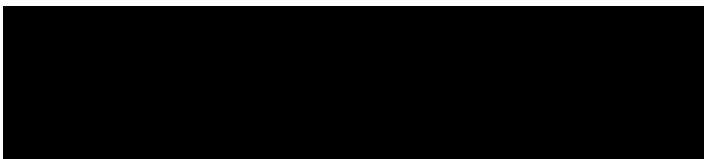


Award Form

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

1.	Buyer	The Environment Agency (the Buyer). Its offices are at: Horizon House Deanery Road, Bristol BS1 5AH
2.	Supplier	Name: <i>Acoem UK Limited</i> Address:  Registration number: <i>3975947</i> SID4GOV ID: <i>TBC</i>
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference Notice reference: 2023/S 000-015570 (FTS CF-00910).
4.	Contract reference	C17622
5.	Deliverables	The Environment Agency wishes to let a contract to provide new Particle Monitoring instruments for PM _{2.5} for an expansion of the AURN network (although contractually it may be managed by a new contractor) and to provide capacity to replace analysers as needed on the network. The contract is a call off contract for PM _{2.5} only automatic instruments - Particulate Matter Analysers that can measure particulate matter of size fraction 2.5µm in ambient air. Analysers for approximately 40-50 sites are expected to be needed to be purchased and delivered prior to installation in the financial year that ends March 2024. See Schedule 2 (Specification) for further details.
6.	Collaborative working principles	The Collaborative Working Principles, A, B, C, D and E do 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	3 rd of October 2023
9.	Expiry Date	<i>Initial expiry date 2nd October 2026</i>
10.	Extension Period	Two (2) further periods of one (1) year extensions up to 1 st October 2028. Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before the Contract expires.
11.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 Days.
12.	Incorporated Terms (Together these documents form the " the Contract ")	The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies: <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) c) Core Terms d) Schedule 36 (Intellectual Property Rights) e) Schedule 1 (Definitions) f) Schedule 6 (Transparency Reports) g) Schedule 20 (Processing Data) h) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents below; <p>The following Schedules (in equal order of precedence):</p> <p>Schedule 2 (Specification)</p>

		<p>Schedule 3 (Charges)</p> <p>Schedule 5 (Commercially Sensitive Information)</p> <p>Schedule 6 (Transparency Reports)</p> <p>Schedule 8 (Implementation Plan)</p> <p>Schedule 9 (Installation Works)</p> <p>Schedule 10 (Service Levels)</p> <p>Schedule 11 (Continuous Improvement)</p> <p>Schedule 13 (Contract Management)</p> <p>Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>Schedule 16 (Security)</p> <p>Schedule 17 (Service Recipients)</p> <p>Schedule 18 (Supply Chain Visibility)</p> <p>Schedule 20 (Processing Data)</p> <p>Schedule 21 (Variation Form)</p> <p>Schedule 22 (Insurance Requirements)</p> <p>Schedule 23 (Guarantee)</p> <p>Schedule 24 (Financial Difficulties)</p> <p>Schedule 25 (Rectification Plan)</p> <p>Schedule 26 (Sustainability)</p> <p>Schedule 27 (Key Subcontractors)</p> <p>Schedule 29 (Key Supplier Staff)</p> <p>Schedule 30 (Exit Management)</p> <p>Schedule 33 (Scottish Law)</p> <p>Schedule 34 (NI Law)</p> <p>Schedule 36 (IPR)</p> <p>Schedule 37 (Corporate Resolution Planning Information)</p>
13.	Special Terms	<p>Special Term 1</p> <p>3.1.2 – Warranty</p> <p>1. Warranty: A minimum 24-month warranty from point of Stage 1 delivery of goods (Schedule 2) prior to store as per the tender specification, is required.</p>

		<p>2. A minimum 24-month warranty from Stage 2 delivery and installation as per the tender specification (Schedule 2) should be offered.</p> <p>The warranty provided for all the above shall include as a minimum, costs of labour and repair completed by the Supplier for rectification of warranty issues, replacement parts, replacement instruments (new), and Supplier staff costs for the time taken rectify faults. All parts used for repair or replacement under the warranty must be new – reconditioned parts will not be accepted. Warranty works to rectify faults identified during the warranty period are to be completed at no cost to The Authority.</p> <p>A maximum warranty repair time of 40 working days is expected for all faults from the date reported to the supplier, unless dispensation in writing is provided by the Buyer's Authorised Representative. Minor faults must be repaired within the shorter of 10 working days or a time frame that is commensurate to the severity of the fault. Initial warranty enquiries must be dealt with within 3 working days of the enquiry and a clear non-confidential warranty response structure and guide for how other Equipment Support Units (as defined in Schedule 2) and Affiliates (as defined in Schedule 01) get access to the warranty, must be provided.</p>
14.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
15.	Buyer's Environmental Policy	Environment Agency: EA2025 creating a better place - GOV.UK (www.gov.uk)
16.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability) and the following;</p> <p>https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</p> <p>Theme 2 – Tackling economic inequality - Create new businesses, new jobs and new skills.</p> <p>Theme 3 – Fighting Climate change - Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p>

17.	Buyer's Security Policy	Schedule 16 (Security)
18.	Commercially Sensitive Information	Not applicable
19.	Charges	Details in Schedule 3 (Charges)
20.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
21.	Payment method	<p>Final Agreed invoices, must be sent to the Environment Agency accounts payable at:</p> <p>Email - apinvoices-env-u@gov.sscl.com (unless notified of a change of address)</p> <p>The invoices shall include:</p> <ul style="list-style-type: none"> • Unique invoice number; • Date of issue; • Purchase order and reference to correct Purchase Order Line if • Purchase Order extended; • Date of delivery of services; • Agency contract number; • The Environment Agency project officer; • Qualitative description of the work being done; • Excluding VAT unit price and total amount; • Supplier contact name and details; • Payment information for Supplier; • Register company information;
22.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Period is duration of the Contract</p> <p>A Critical Service Level Failure is: For KPI 1 and 2 a delay in producing Deliverable 1, 2, 3 and 4 in excess of 3 months after the agreed date. It is also if analysers are proven not to meet the KPI 3 for data capture.</p>
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).

24.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise? is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.
25.	Cyber Essentials Certification	Not applicable
26.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer monthly. • The Supplier shall provide the Buyer with Progress Reports monthly.
27.	Guarantee	Not applicable
28.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)
29.	Supplier Contract Manager	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████████</div>
30.	Supplier Authorised Representative	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████</div> <div>██████████████</div>
31.	Supplier Compliance Officer	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████████</div>
32.	Supplier Data Protection Officer	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████████</div>

33.	Supplier Marketing Contact	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████</div>
34.	Key Subcontractors	Not applicable
35.	Buyer Authorised Representative	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████</div>

