



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

1. Purchase Order Number	[REDACTED]	
2. Customer	Enviro Technology Services Limited. The Environment Agency acting on behalf of the Department for Environment, Food & Rural Affairs (DEFRA).	
3. Contractor(s)	Enviro Technology Services Limited Unit 3 President Buildings, Savile Street East, Sheffield, United Kingdom, S4 7UQ. Registration number: 01726773	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  N/A	
5. The Agreement	<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul>	
6. Deliverables	Applicable Deliverables	<b>Goods Only:</b> <input checked="" type="checkbox"/> <b>Services Only:</b> <input type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	Goods	<p>Description: PM<sub>2.5</sub> Reference Instrument Appendix 2 – Specification / Description.</p> <p>The Goods are to be Delivered in accordance with the following instructions:</p> <p>Delivery Address: Environment Agency Equipment Store</p> <p>Warranty Period: <i>24 months from Delivery.</i></p>
	Services	None.
7. Start Date	13/11/2024	
8. Expiry Date	13/03/2025	
9. 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.	

<b>10. Payment</b>	<p>Prior to payment we will require to receive the supplier Acceptance Form. The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:APinvoices-ENV-U@gov.sscl.com">APinvoices-ENV-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:  SSCL (Environment Agency)  PO Box 797  Newport  Gwent  NP10 8FZ</p> <p>Within 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.</p> <p>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.</p> <p>If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>						
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000.						
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p>████████████████████</p> <p>or, in their absence,</p> <p>████████████████████</p>						
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison your contact will continue to be</p> <p>████████████████████</p> <p>or, in their absence,</p> <p>████████████████████</p>						
<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	Not applicable						
<b>15. Progress Meetings and Progress Reports</b>	Not applicable						
<b>16. Address for notices</b>	<table border="0"> <tr> <td><b>Customer:</b></td> <td><b>Contractor:</b></td> </tr> <tr> <td>Environment Agency</td> <td>Enviro Technology Services Limited</td> </tr> <tr> <td>████████████████████</td> <td>████████████████████</td> </tr> </table>	<b>Customer:</b>	<b>Contractor:</b>	Environment Agency	Enviro Technology Services Limited	████████████████████	████████████████████
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Environment Agency	Enviro Technology Services Limited						
████████████████████	████████████████████						
<b>17. Key Personnel of the Contractor</b>	<table border="0"> <tr> <td><b>Key Personnel Role:</b></td> <td><b>Key Personnel</b></td> <td><b>Contact Details:</b></td> </tr> <tr> <td>████████████████████</td> <td>████████████████████</td> <td>████████████████████</td> </tr> </table>	<b>Key Personnel Role:</b>	<b>Key Personnel</b>	<b>Contact Details:</b>	████████████████████	████████████████████	████████████████████
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<b>18. Procedures and Policies</b>	<p>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</p>						

	<p>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.</p> <p>The Authority's security / data security requirements are contained <a href="#">here</a>.</p> <p>The Authority has corporate commitments to meet Net Zero carbon by 2030 and can be found <a href="#">here</a>.</p> <p>The Authority's equality and diversity strategy can be found <a href="#">here</a>.</p> <p>The Authority's <a href="#">regulatory statement</a> sets out the strategic regulatory goals and describes the ambitious programme of improvements to the way regulation is delivered.</p> <p>For 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.</p>
<b>19. Special Terms</b>	N/A
<b>20. Additional Insurance</b>	
<b>21. Further Data Protection Provisions</b>	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p><b>Yes:</b> <input type="checkbox"/></p> <p><b>No:</b> <input checked="" type="checkbox"/></p>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
<p>Name:</p> <p>██████████</p> <p>██████████</p>	<p>Name:</p> <p>██████████</p> <p>██████████</p>
Date: 13/11/2024	Date: 15/11/2024
<p>Signature:</p> <p>██████████</p>	<p>Signature:</p> <p>██████████</p>

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Environment Agency Website](#) and which are called 'Standard Goods & Services Terms and Conditions (EA)'

## Appendix 2: Specification/Description

### Specification of Requirements

The Environment Agency seek to procure two gravimetric reference instruments which are intended to be used as part of the UK Particulate Matter (PM) Equivalence Programme where comparison of gravimetric and continuous PM instrument measurements is undertaken. The instruments supplied shall meet the requirements detailed in Table 1

**Table 1: Requirements**

Item number	Requirement
1	The instrument meets the requirements of EN 12341:2023 and are either undergoing type testing or have a written plan to complete testing within the next two years.
2	The instrument must operate at a flow-rate of $2.3 \text{ m}^3 \text{ hr}^{-1}$
3	The instrument must be capable of using 46.2 mm in diameter filters made of Emfab or a filter that performs identically to this material.
4	<p>The instrument has a remote capability via an industrial 4G router for checking the flow rate, alarm notifications and to complete a re-start.</p> <p>The router should be secure so we can restrict any incoming internet traffic to specific IP addresses, and the customer has access to the IP address used to connect with it via a web portal or other solution.</p> <p>Data upgrades to the instrument and the router should be non-automatic to ensure an operator can choose when it is updated.</p>
5	The instrument will be supplied in a suitable IP54 (or better) weatherproof outdoor enclosure
6	The instrument can store at least 15 filters and automatically changes to the next filter
7	The instrument inlet height must be 1.7m for the quotation and it must be possible to purchase different inlet heights in the range 1.5-4m.
8	The instrument has sheath air cooling of the filter currently being sampled.
9	The instrument must operate with an instantaneous flow rate that shall not vary by more than 5.0 % of $2.3 \text{ m}^3 \text{ hr}^{-1}$ , and should a filter become clogged, sampling should be stopped if the flow rate drops and the option to restart immediately and automatically on a new filter shall be available.
10	The instrument shall be capable of recording 24 hour averages on a single filter of up to $120 \text{ } \mu\text{g m}^{-3}$ for $\text{PM}_{2.5}$ without becoming clogged.
11	The instrument shall record at a minimum hourly average flow rate; sampling time; sample volume; average air temperature in filter section; average ambient temperature; average temperature of filter storage; and average ambient pressure. These parameters shall be available for remote download.
12	The instrument must come with a minimum warranty of 24 months from delivery

Item number	Requirement
13	The supplier should be registered to ISO 9001:2015, where the certification body is accredited by either UKAS or an equivalent body from outside the UK, to ISO/IEC 17021, with the expectation that any quality assurance issues with any manufacturing can be correctly addressed.
14	The instrument must be configured for UK use at the point of sale and not require any changes to be made in this respect by the authority at the time of purchase.
15	The Supplier must review and meet relevant sections of the MEICA specifications set out in: Annex 5 – MEICA - Specification – General Annex 6 – MEICA - Documentation Annex 7 – MEICA – Low Voltage Electrical Equipment.
16	The instrument must be delivered with detailed service and maintenance procedures. This must include a detailed operational manual, a detailed service manual, and a service check 'Planned Preventative Maintenance' list.
17	There are existing trained engineers who are able to respond within 48hrs to locations within the UK that would enable an equipment support contract to be put in place <u>after</u> the purchase.
18	Parts and consumables shall be supplied for a minimum of 10 years after purchase and for as long as possible afterwards.
19	Instruments must be delivered <u>no later than 28th Feb 2025</u> - to the Environment Agency equipment store located at <i>Kingfisher Business Park, London Road, Stroud, Gloucestershire, GL5 2BY</i> .

### 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

Item Description	Value in £	Number	Total Value in £
<b>Purchase Cost of Instruments including accessories</b>			
PM <sub>2.5</sub> Reference Instrument x 2 including all elements described in Specification Table 1 including a weatherproof IP54 or above housing, 4G router, with 48 filter holders and screens, 4 cassettes/magazines, 2 x cases for transporting magazines containing filter holders	██████	1	██████
<b>Optional Extra's in tender required for instruments</b>			
Cooled Filter storage option	██████	0	██████
Extra PM <sub>2.5</sub> heads	██████	1	██████

Cost to extend the inlet height per 10cm is:	██████████	Tbc	██████████
Additional filter holders and screens	██████████	36	██████████
Additional cassettes/magazines	██████████	2	██████████
Additional cases for transporting magazines containing filter holders and filters	██████████	2	██████████
	Total of extra accessories		
Delivery Costs			
Delivery Costs to Environment Agency equipment store located at Kingfisher Business Park, London Road, Stroud, Gloucestershire, GL5 2BY to arrive no later than 28 Feb 2025.	██████████		██████████
Total of Order			£42 062.20

## 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 **(2 PM2.5 Instruments and accessories)**
- 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"