

SCHEDULE 6

ORDER FORM

This Order is made by Defra on behalf of the Environment Agency (EA) pursuant to the terms of the Framework Agreement with Advanced Procurement for Universities and Colleges (APUC) for Mass Spectrometry and Chromatography Equipment Framework (reference LAB 1029AP) Lot three (3) and Lot six (6) with Agilent Technologies LDA UK Ltd.

It is agreed as follows:

1. GOODS TO BE SUPPLIED

- 1.1 Three (3) Gas Chromatography Mass Spectrometers (GCMS) Lot 3.
- 1.2 Four (4) Liquid Chromatography Quadruple Time of Flight Mass Spectrometers (LCQToF) Lot 6.
- 1.3 There may be a requirement to purchase a further four (4) Liquid Chromatography Quadruple Time of Flight Mass Spectrometers from the APUC Framework within the term of the call-off Contract, should funding be available.
- 1.4 The Authority will raise a Purchase Orders for the requirement.

The Equipment shall be delivered to the following delivery location by 23/03/2023:

Environment Agency
Olympia House
Gelderd Lane
Leeds. LS12 6DD

Delivery shall be made within normal Working Hours 9am – 5pm Monday to Friday (excluding Public Holidays).

All freight costs, door-to-door, shall be met by the Contractor.

All costs in order to be able to deliver under Delivered Duty Paid incoterms, shall be met by the Contractor.

All packaging shall be removed by the Contractor and recycled.

2. SCOPE OF SERVICES

2.1 Warranty

The warranty period shall be a minimum of twelve (12) months and will cover all parts and labour during that period.

2.2 Installation

Following Delivery, the Authority shall require installation and commissioning of the Equipment by the Contractor, to include initial assembly, calibration and programme set-up within one (1) week.

The Contractor will ensure that the EA is aware of any communications or safety alerts applicable to the Equipment at any time.

2.3 Out of Scope Goods/Services

N/A

2.4 Key Personnel

The following are the Key Personnel engaged:

Authority:

[REDACTED]
Environment Agency
Staplake Mount
Starcross
Exeter. EX6 8FD

Supplier:

Agilent Technologies LDA UK Ltd
5500 Lakeside
Cheadle
Cheshire. SK8 3GR

[REDACTED]

[REDACTED]

2.5 Deliverables, Milestones and Acceptance Criteria

As detailed in section 3: Charges.

2.6 Service Levels & Service Credits

As set out in the ITT and detailed below:

The Contractor shall be managed by the EA's Contract Manager, and, if required, will review and discuss any issues that arise during the contract period.

	Category	Measure	Target	Data Source	Calculation Method
KPI 1	Service	Delivery (in full). To ensure that all orders placed in the period, are delivered in full	98%	No. of shortages reported	1 - (no. of inaccurate deliveries / total number of deliveries) x 100
KPI 2	Service	Delivery (on time). To ensure that all deliveries in the period are made on time.	98%	No. of deliveries missed	1 - (no. of missed deliveries / total no. of deliveries) x 100
KPI 3	Quality	Products supplied, in the period, to meet agreed standards.	99%	No. of unacceptable items delivered	1 - (no. of unacceptable items / total no. of products ordered) x 100
KPI 3	Service	Invoice Accuracy	95%	No. of mis-matches reported	1 - (no. of mis-matches reported between Invoice and Purchase Order / total no. of items ordered) x 100

2.7 **Documentation**

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:



Alternatively, you may post to:

Environment Agency
PO Box 797
Newport
Gwent
NP10 8FZ

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.

To avoid delay in payment it is important that the invoice is compliant with Annex 2 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).

2.8 **Dependencies**

N/A

2.9 **Assumptions**

N/A

2.10 **Approved Sub-Contractors**

N/A

3. **CHARGES**

The following pricing shall apply for the provision of the Equipment:

Gas Chromatography Mass Spectrometers (GCMS) – Lot 3

Product Number	Product Description	Price	Quantity	Total Price
G3540A	Agilent 8890 GC System Custom		1	
G3540A 130	Cap PTV Inlet, w/EPC, Septumless, LC02 0-100 psi, septumless head, LC02 cryo. Temperature range - 60C to 450C with 3 ramps and 3 operating modes. Split, Splitless, solvent venting.			
G3540A 306	Exhaust Deflector Assy			
5183-0316	Syringe 25ul, 23ga, GT, FN, HP 0.24 Gold			
5183-0318	Syringe, 50ul, 23ga, GT, FN, HP 0.24 Nickel			
G4513A	7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent			
G4514A	7693 Tray, 150 vial includes three removable			
G7077CA	5977C Inert Plus MSD Turbo EI Bundle. Including Inert Extractor EI Source and CI Source PC, MassHunter Workstation SW, Offline DA license (G1710FA) & Configured Turbomolecular pump			
G7077CA 245	GC/MSD InertPlus EI for 8890 GC			
	Shipping			
	Total Cost			£127,084.56

Liquid Chromatography Quadruple Time of Flight Mass Spectrometers (LCQToF) Lot 6.

Product Number	Product Description	Price	Quantity	Total Price
G7120A	1290 Infinity II High Speed Pump. Power range 1300 bar and 5ml/min flow, binary high pressure mixing, lowest delay, highest	██████████	1	██████████
G7120A 033	Ultra Clean Tubing Kit	██████████	1	██████████
G7120A 034	A-Line Stay Safe Cap Starter Kit for most safe eluent handling in the bottles	██████████	1	██████████
G7167B	1290 Infinity Multisampler up to 1300 bar for well plates and individual sample containers. Includes 1 sample drawer, 2x 54-vial	██████████	1	██████████
G7167B 060	Use existing Agilent CDS or 3rd party license	██████████	1	██████████
G7167B 101	Agilent InfinityLab Sample Thermostat provides sample temperature control in the range of 4°C up to 40°C.	██████████	1	██████████
G7167B 132	Dual-height drawer (2H), providing 2 positions each for shallow Micro Titer Plates; Deep well plates, 2 mL vial container; 0.5 or 1.5 or 2 mL Eppendorf safe-lock tubes (G4267-60020). Includes 1 drawer.	██████████	1	██████████
G7167B 152	Sample Loop-Flex 100 uL right for max 100 uL Injection	██████████	1	██████████
G7167B 161	Analytical head 100 uL	██████████	1	██████████
G7116B	1290 Infinity II Multicolumn Thermostat. Capacity up to 8 columns, temperature range 4 deg C. to 110 deg C. Includes 1.6uL Quick-Connect Heat Exchanger, Quick-Connect fitting and two Quick-Turn fittings. Valve drive optional.	██████████	1	██████████
G7116B 058	Valve drive for 1290 Infinity II Multicolumn Thermostat	██████████	1	██████████
SYS-LC-1290II	Infinity II 1290 LC Base System	██████████	1	██████████
SYS-LC-1290II 2C9	First Run Assist with Introduction	██████████	1	██████████
G6546AA	Agilent 6546 LC/Q-TOF System with Agilent Jet Stream source, oil foreline pump, bundled PC, monitor, install and introduction, training Credits for a 4-day Agilent training class at Agilent site where available.	██████████	1	██████████
M5960AA	MassHunter Workstation Software for LC/TOF and LC/(Q)TOF	██████████	1	██████████
R1736A	On-Site Application Consultancy On-Site Application Consultancy	██████████	1	██████████
	Shipping	██████████	1	██████████
	Total Cost			£981,044.12

4. LIQUIDATED DAMAGES

N/A

5. PERIOD

The Contract shall commence on 01/01/2023 (the "Commencement Date") and expire on 31/12/2027.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Atamis"). No other form of acknowledgement will be accepted.

Please remember to quote the reference number above in any future communications relating to this Contract.

Authority Signature:

Supplier Signature: