

Invitation To Tender for Geochemical Sample Analysis Services

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| Document Custodian | Sally Worbey – Project Geologist |

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Client: Deep Digital Cornwall

Issued: 10th January 2023

Closing date for the return of tenders: 20th January 2023



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ITT checklist

| | | | |
|---------------------------------------|--|--|--|
| Project / contract description | Deep Digital Cornwall - Provision of Geochemical Sample Analysis Services | | |
| Duration of contract | 6 months | | |
| Basis of award | The most economically advantageous tender assessed from the point of view of The Client. | | |
| Lots | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Details |
| Variant bids accepted? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Any particular requirements |
| Submission date for tender | 6 pm on 20 th January 2023 | | |
| Method of submission | Via email to tenders@cornishlithium.com | | |
| The Client contact | Sally Worbey | | |

1 Introduction

- 1.1 Cornish Lithium PLC ("CLP") in support of the Deep Digital Cornwall Project ("the Client") is seeking formal tenders for this requirement as detailed in this Invitation to Tender ("ITT").
- 1.2 Although this procurement is below the financial thresholds set out in the Regulations, this process is partly regulated under Part 4 of the Regulations.
- 1.3 Bidders should complete the submission checklist at Schedule 1.

2 About The Client, Background and Tender Specification

- 2.1 The Specification provides a full brief of the service, what it will cover and what precisely The Client is seeking to purchase, the background to the procurement and information about The Client.
- 2.2 The specification should be read in detail before Bidders begin to respond.

3 Definitions

- 3.1 In the ITT, the following words and expressions shall have the following meanings set out below:

Approvals: means all or any statutory or official process or processes (or process or processes required under any governance arrangements) of The Client or any other public or regulatory authority for the granting of all or any approval or approvals in relation to the project and / or the award of the Contract.

Bidder: means a candidate who intends to submit a Tender.

The Client: is Deep Digital Cornwall and their registered office address is University of Exeter, Penryn Campus, Cornwall, TR10 9FE.

Conditions of Contract: means the contract terms in Schedule 7.

Contract: means the contract for the provision of the requirement which will be awarded to a successful Bidder, a copy of which is included in Schedule 7.

Evaluation Criteria: means the evaluation criteria for the purposes of the award of the Contract in relation to the requirement as set out in Schedule 4.

EIR: as defined in section 20.1.

FoIA: as defined in section 20.1.

Form of Tender: means the form submitted by the Bidder to The Client as part of the Tender, a draft of which is annexed at Schedule 3.

ITT: means this invitation to tender.

Pricing Submission: means the schedule of prices in Schedule 6 required to be completed by the Bidder as part of the Tender.

Regulations: means the Public Contracts Regulations 2015.

Specification: means The Client's specification (including any minimum requirements) in relation to the requirement as detailed in Schedule 2.

Tender: means the completed and signed Form of Tender, together with all completed schedules and information requested by The Client and submitted by a Bidder.

Tender Documents: means all documents contained or referred to in the ITT.

TUPE: as defined in section 16.

4 Next steps and proposed timetable

- 4.1 The Client invites all Bidders to tender on the terms set out in this ITT.
- 4.2 The Client will evaluate all compliant Tenders received. Evaluation will be carried out in accordance with the Evaluation Criteria set out in Schedule 4 of this ITT.

5 Timetable

- 5.1 Set out overleaf is the proposed timetable. This is intended as a guide and The Client reserves the right to amend it at any stage.

| Activity | Date |
|-----------------------------------|-------------------------------|
| Contracts Finder Notice published | 10 th January 2023 |
| Dispatch of ITT | 10 th January 2023 |

| Activity | Date |
|---|--|
| Closing date for receipt of ITT queries | 13 th January 2023 |
| Target date for responses to queries | 17 th January 2023 |
| Closing date for the return of ITT | 20 th January 2023 |
| Evaluation of ITT | 20 th – 27 th January 2023 |
| Post Tender clarifications (<i>if required</i>) | 20 th – 27 th January 2023 |
| Notify Bidders of contract award decision | 1 st February 2023 |
| Contract award (envisaged) | 7 th February 2023 |
| Contracts Finder award notice | 7 th February 2023 |

5.2 The Client may, in its absolute discretion, extend the deadline, and in such circumstances The Client will notify all Bidders of any change by the fastest means possible.

5.3 Bidders' attention is drawn to the important information set out in the remainder of this ITT. All shortlisted Bidders should ensure that they are able to meet all of the requirements of this ITT before submitting a Tender.

6 Instructions to Bidders

6.1 Bidders must:

6.1.1 provide responses to the Technical Submission;

6.1.2 complete the Pricing Submission; and

6.1.3 complete and sign the Form of Tender.

6.2 You must respond to this ITT electronically via email

6.3 Bidders must respond to this ITT electronically via email to tenders@cornishlithium.com

6.3.1 Email is the method by which The Client will issue written communications to Bidders and it is the **only** way in which Bidder may communicate with The Client. In addition Bidders will be required to submit all queries or requests for clarification or further information as well as their tender response documents to The Client through email to tenders@cornishlithium.com.

6.3.2 Bidders must provide details of a single point of contact from their organisation for the purposes of this procurement process. The Client will not be responsible for contacting the Bidder through any route other than by email to the nominated contact. Bidders should ensure that the details of their nominated contact are kept

up to date throughout the procurement with each Bidder responsible for making appropriate amendments to cover, by way of example only, to cover periods of absence from work of the nominated contact.

- 6.4 It is the responsibility of the Bidder to ensure successful delivery.
- 6.5 All responses must be received by no later than 6 pm on 20th January 2023. Late Tender submissions will not be evaluated by The Client.

6.6 **Variant bids**

6.6.1 The Client is not seeking variant bids for this procurement.

6.7 **Lots**

6.7.1 This contract opportunity is not divided into lots.

7 **Content and format of responses**

7.1 Bidders must adhere to the format of this ITT when answering the questions and answer every question. Please answer all questions as accurately and concisely as possible. Where a question is not relevant to the Bidder's organisation, please write **N/A and provide an explanation**. Failure to do so may result in the Tender being deemed non-compliant and not evaluated further.

7.2 Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, presentation materials should not be supplied and will not be evaluated by The Client. Bidders must refer to the tender submission guidance in paragraph 6 to ensure compliance.

7.3 Relevant enclosures should be presented in the same order as, and should be referenced to, the relevant question. To assist with evaluation please keep enclosures or attachments to a minimum, completing the information within the response table where provided.

7.4 All responses must be in English (or accompanied by a full translation). The Pricing Submission must be completed in pounds sterling exclusive of Value Added Tax as indicated.

7.5 If you are bidding as part of a consortium or other grouped arrangement, please confirm that the organisation submitting this ITT is the lead supplier which would, if successful, enter into any resulting contract with The Client and provide details of the sub-contracting or other contractual relationship between consortium members.

8 **Bidder selection**

8.1 The Client intends to use the ITT process to select the winning Bidder to deliver the service. In the event that none of the responses are deemed satisfactory, The Client reserves the right to consider alternative procurement options, and The Client is under no obligation to award any contract.

8.2 The Client shall disqualify any Bidder from the procurement process whose response submitted is not done so in accordance with the instructions given in this ITT and/or:

- 8.2.1 who fails to provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question;
- 8.2.2 who fails to submit a response through the correct submission method;
- 8.2.3 who fails to meet any minimum standard(s) as set out in this ITT;
- 8.2.4 who does not accept the Conditions of Contract;
- 8.2.5 who submits a Tender after the deadline.

9 **Contract award**

- 9.1 Contract award will be conditional on the Contract being approved in accordance with The Client's Approvals, internal procedures and The Client being able to proceed. For the avoidance of doubt, until all necessary Approvals are obtained, no contract will be entered into and no contract which is capable of acceptance shall be created.
- 9.2 When the final decision on the results of the Tender has been taken all Bidders will be informed in writing by The Client whether or not they have been successful. No other information shall be given on the progress of the tendering.

10 **Evaluation Criteria**

- 10.1 All Tenders will be evaluated in accordance with the Evaluation Criteria and scoring methodology set out in Schedule 4.
- 10.2 Tenders will be adjudicated on the basis of offers compliant with the technical, commercial and quality requirements of the ITT. The basis of award is the most economically advantageous Tender assessed from the point of view of The Client.

11 **Queries and clarifications**

- 11.1 Any queries relating to this ITT must be submitted via correspondence facility in CTM.
- 11.2 All queries must be submitted by 6 pm on 20th January 2023 to ensure that responses are provided, as far as possible, no later than 3 days before the tender submission deadline.
- 11.3 Any queries received after this time will not be answered by The Client. No approach of any kind in connection with this ITT should be made to any other person within, or associated with, The Client.
- 11.4 If The Client considers any query to be of material significance, both the query and the response will be communicated to all Bidders who have responded, have expressed an interest, or those that show an interest before the closing date for the submission of the ITT.
 - 11.4.1 A Bidder must indicate on the query if it considers that a query is confidential and should not be circulated to all Bidders. The Client will inform the Bidder if it does not consider the query is confidential and the Bidder will be able to elect to withdraw the query. If the query is not withdrawn, the response will be issued to all Bidders. Even if a query is considered to be confidential by The Client and / or the Bidder, the query could be required to be disclosed under a request under the Freedom of Information Act 2000 or related legislation.

11.4.2 Bidders may be asked to clarify answers or required to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT.

11.5 Throughout the evaluation process, the right is reserved to seek clarification from Bidders, where this is necessary to achieve a complete understanding of the proposals received. Bidders will not be permitted to amend pricing or other aspects of their Tender after submission.

12 Legal relations

12.1 This Contract is being procured by Cornish Lithium, Tremough Innovation Centre, Penryn, Cornwall, TR10 9TA.

12.2 This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to make a submission or enter into any contract.

12.3 This ITT shall not be regarded as constituting financial or investment advice or recommendation by The Client or its advisors.

12.4 The Client reserves the right, subject to the appropriate procurement regulations, to change the basis of the tendering process or to terminate the process at any time with no liability on its part.

12.5 Nothing contained in this ITT or in any other communication made between The Client and any other party shall be taken as constituting a contract (whether implied or otherwise), agreement or representation between The Client and a Bidder or any other party. It is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

12.6 The Client does not bind itself to accept any Tender. At The Client's sole discretion, The Client may accept the whole or part of any Tender and/or, where relevant, any part of any lot.

12.7 For the avoidance of doubt, no contract capable of acceptance shall be created until such time as The Client enters into a contract with the winning Bidder. Any such liability is expressly excluded to the fullest extent permitted by law.

13 Representations

13.1 Neither The Client, its advisors, nor their respective governors, partners, officers, directors, employees, other staff or agents makes or make any representation or warranty (express or implied) nor accepts or will accept any liability as to the accuracy of the information provided in this ITT.

13.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. No representations or warranties are made in relation to such statements, opinions or conclusions, by The Client. This exclusion does not extend to any fraudulent misrepresentation.

13.3 No person in The Client's employment or other agency has any authority to make any representation or explanation to Bidders as to anything to be done or not to be done by Bidders or the successful Bidder, the instructions contained in this ITT or as to any other matter or thing so as to bind The Client.

14 Tender exclusion

14.1 Any attempt by any Bidder, or their advisors, to influence the procurement award process or to distort competition in any way may result in such Bidder being disqualified. Bidders will be required to confirm that no relevant offence has been committed (including under the Bribery Act 2010) when submitting their Tender and any misrepresentation by any Bidder may result in that Bidder being disqualified and the Tender not being evaluated.

14.2 The Client, in its absolute discretion, may disqualify a Bidder at any time if the Bidder is considered guilty of any of the grounds of exclusion under the Regulations including canvassing, negligently providing misleading information and / or material misrepresentation in supplying any information requested in or by virtue of this procurement process.

14.3 The Client may (with no liability on its part):

14.3.1 cancel or amend the procurement process by notice in writing at any stage;

14.3.2 waive some or all of the requirements of the ITT;

14.3.3 withdraw the ITT at any time, or to re-invite responses or submissions on the same or any alternative basis;

14.3.4 choose not to award the Contract or any contract to any of the Bidders as a result of the current procurement process;

14.3.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, whether as a result of approvals or for any other reason;

14.3.6 subject to relevant legislation, at any time reject any submission or response; and

14.3.7 disqualify any Bidder in respect of which a conflict of interest arises which cannot be remedied to The Client's satisfaction.

15 Non-Collusion

15.1 The Client will disqualify any Bidder who, in connection with this procurement process:

15.1.1 fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other Bidder, member of that Bidder's consortium or that Bidder's supply chain, or that Bidder's advisors (all such entities to be deemed to mean the entities and any other company in their respective corporate groups) (save as disclosed to The Client in the Bidder's tender response where the relevant third party is also a member of the Bidder's own consortium or own supply chain);

15.1.2 enters into any agreement or arrangement with any other Bidder, member of that Bidder's consortium or that Bidder's supply chain, or that Bidder's advisors (all such entities to be deemed to mean the entities and any other company in their respective

corporate groups) to the effect that he shall refrain from making a tender or as to the amount of any tender to be submitted;

15.1.3 causes or induces any person to enter such agreement or to inform the Bidder or member of that Bidder's consortium or that Bidder's supply chain of the amount or approximate amount of any rival tender;

15.1.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender in relation to this procurement; or

15.1.5 communicates to any person other than The Client the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).

16 Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

16.1 The Client considers that TUPE is unlikely to apply to the project.

17 Key Information

17.1 Under no circumstances shall The Client incur any liability in respect of this ITT or any supporting documentation, and The Client will not be responsible for or reimburse any costs (howsoever arising and including third party costs) incurred by Bidders in connection with preparation and submission of their responses to this ITT or the procurement process.

17.2 The contents of this ITT and that of any other documentation sent or provided to you in respect of this tender process are the property of The Client and are confidential.

17.3 No publicity regarding the project or this ITT will be permitted unless and until The Client has given express written consent to the relevant communication. No statements may be made to any part of the media regarding the nature of any ITT, its contents or any proposals relating to it without the prior written consent of The Client.

17.4 Information supplied by The Client (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of Tenders. No responsibility is accepted by The Client for any inaccuracies, or for any loss or damage of whatever kind or however arising from the use by any Bidder of such information.

17.5 All information provided to Bidders in this ITT, orally or in writing, is provided on a strictly confidential basis. Bidders must not disclose that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to employees, agents, sub-contractors and advisors who have a legitimate need to know, and only to the extent strictly necessary in order to submit a Tender and, if successful, to perform any contract arising from it.

17.6 Bidders shall also ensure that a similar obligation of confidentiality is placed upon any third party to whom the Bidder may need to disclose any of the documentation for the purposes of the Tender.

17.7 Unless otherwise indicated, all intellectual property rights in this ITT and the documents supplied within are vested solely in The Client (and where applicable, its advisors).

Accordingly, the documents supplied with this ITT and throughout the procurement process, and all copies of them, are and shall remain the property of The Client (and where applicable its advisors), and may only be used for the purposes of this procurement and in connection with the preparation of Tenders. Such documents must not be copied or reproduced in whole or in part and must be returned to The Client with your Tender or upon demand.

17.8 Tenders shall be valid for acceptance for a minimum period of six months from the date for return of the Tender.

18 Conditions of Contract

18.1 The Client's Conditions of Contract for this procurement are included at Schedule 7.

18.2 All Bidders are required to confirm that the attached draft Contract is acceptable without amendment.

18.3 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and / or placing them on a different footing to those of other Bidders.

18.4 It is the Bidder's responsibility to:

18.4.1 examine this ITT and the Conditions of Contract;

18.4.2 obtain all information and carry out all inspections necessary for the completion of the Tender; and

18.4.3 satisfy themselves on all matters pertaining to the submission of a Tender and the performance of the Contract.

18.5 Bidders will be deemed to have done so, and to have satisfied themselves as to the correctness and sufficiency of their Tender to cover all obligations and matters necessary for the proper performance of the Contract.

19 The Client's rights

19.1 Although it is intended that the remainder of this procurement will take place in accordance with the ITT, The Client reserves the right (with no liability on its part), to:

19.1.1 cancel or amend the procurement process by notice in writing at any stage;

19.1.2 waive some or all of the requirements of the ITT;

19.1.3 withdraw the ITT at any time, or re-invite responses or submissions on the same or any alternative basis;

19.1.4 choose not to award the Contract as a result of the current procurement process;

19.1.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, whether as a result of Approvals or for any other reason;

19.1.6 subject to relevant legislation, at any time to reject any submission or response; and

19.1.7 disqualify any Bidder in respect of which

- (a) a conflict of interest arises which cannot be remedied to The Client's satisfaction.
- (b) submits a Tender that is incomplete or does not include the attachments or documentation required by the ITT, including where appropriate following clarification;
- (c) contravene any of the terms and conditions of the ITT (including where any consortium member and/or a member(s) of the Bidder's supply chain does so);
- (d) fails to submit a clarification response by the stated response date and time deadline (if stated in the clarification request), or unless otherwise stated within 2 business days of the publication date and time of that clarification request unless a longer period of time is given in the clarification;
- (e) is guilty of serious / material misrepresentation in relation to the tender response and, or the tender process (including where any consortium member and/or member(s) of the Bidder's supply chain does so);
- (f) directly or indirectly canvasses any public sector employee or agent or any member of staff of The Client, officer, employee, representative, Bidder, agent, adviser or consultant in connection with the ITT and, or procurement opportunity that the ITT gives rise to an opportunity to tender;
- (g) attempts to procure information from any public sector employee or agent or from The Client or officer, employee, representative, Bidder, agent, adviser or consultant in connection with the ITT and, or procurement opportunity that the ITT gives rise to an opportunity to tender;
- (h) fails to comply with the rules regarding Non-Collusion set out in this ITT (including where any consortium members and/or its supply chain member/s does so).

20 Freedom of Information Act 2000 and Confidentiality

- 20.1 The Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") apply to The Client.
- 20.2 The Client may always be required to disclose information submitted to it, information concerning the procurement process, or details about this project in response to a request under FoIA or EIR. The Client may also decide to include certain information which it maintains under FoIA.
- 20.3 The Client may be required to disclose information under FoIA if a FoIA request is received. The Client cannot guarantee that any information will not be disclosed, even if a Bidder considers the information to be confidential. The acceptance of receipt by The Client of information marked "**commercially confidential**" or the like should not be taken that The Client accepts any duty of confidence by virtue of that marking, and The Client accepts no liability (howsoever arising) in this regard.

- 20.4 The Client will endeavour to consult with Bidders and have regard to comments before it releases any information under the FoIA or the EIR. However, The Client reserves its discretion to determine whether any information is exempt from the FoIA and / or EIR or not. The Client will be obliged to make its decision on disclosure in accordance with the provisions of FoIA or EIR (as the case may be), and will be bound by the rules as to disclosure and where appropriate by the direction of the Information Commissioner.
- 20.5 The successful Bidder should be aware that following the award of the Contract, The Client shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Client shall seek to agree with the successful Bidder the nature of the information to be so protected.
- 20.6 Nothing contained in the Contract shall prevent The Client from employing some person other than the successful Bidder to supply services of the same type as those which are the subject of the Contract if The Client shall in its discretion think fit to do so.
- 20.7 The Client confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and / or contracting authorities defined by the Regulations.

21 **Public procurement regime**

- 21.1 The Bidder is considered to be familiar with the public procurement and other statutory obligations of The Client (in particular, the Regulations), and to have a sufficient understanding of these obligations which apply to below threshold contracts.
- 21.2 The Bidder is required to examine the Tender Documents and to obtain all such information as it may require for the purposes of participating in this procurement and making any requisite submission. The Bidder shall be deemed to have satisfied itself as to the sufficiency of the Tender which it submits. The Client shall not be liable for any claims however arising out of the Bidder's failure to study the Tender Documents or failure to understand the relevant regulatory framework.



Schedule 1 Submission checklist

| | Tick |
|---|--------------------------|
| Confirmation that the attached terms and conditions (Appendix B) are acceptable | <input type="checkbox"/> |
| Full responses to every question in the Technical Submission (Appendix A) | <input type="checkbox"/> |
| Completed Pricing Schedule | <input type="checkbox"/> |
| Completed and un-amended Form of Tender and non-collusive Tendering declaration | <input type="checkbox"/> |
| Completed FoIA Legislation Return | <input type="checkbox"/> |

Schedule 2 Tender Specification and Response

1 Background

2 Tender Specification

2.1 The Client's Requirements

Cornish Lithium PLC (CLP), in support of work under the Deep Digital Cornwall (DDC) project, are seeking bids from accredited laboratories for laboratory analysis work planned to take place during Q1 2023. The work is particularly focussed on lithium, tin, tungsten and copper mineralisation, which analyses are of greatest importance. Analytical services are expected to be required from February 2023 until June 2023.

Bids should be based on the following criteria:

- Analysis of up to 2,000 soil samples
- Price should be expressed on a cost per sample basis
- Samples will each be around 1 kg and will consist of moist soil with rock fragments
- Preparation at the lab;
 - Dried and sieved to separate the selected size fraction for analysis (this may for example be +125 – 250 µm)
 - Analytes should be prepared from this fraction, using aqua regia or sodium peroxide fusion.
 - Samples will be analysed via ICP-MS
- Analysis will be for a minimum of 53 elements; Ag, Al, As, B, Ba, Be, Bi, Ca, Cd, Ce, Co, Cr, Cs, Cu, Dy, Eu, Fe, Ga, Gd, Ge, Hf, Ho, In, K, La, Li, Lu, Mg, Mn, Mo, Nb, Nd, Ni, Pb, Pr, Rb, Re, Sb, Sc, Se, Sm, Sn, Sr, Ta, Tb, Te, Th, Ti, Tl, Tm, U, V, W, Y, Yb, Zn, Zr
- Lower and upper detection limits should be stated and must be appropriate for soil samples
- Sample status should preferably be trackable in real time
- QA/QC protocols should be included
- Turn-around time from sample receipt to delivery of results should be specified
- Costs for disposal of unused portion of sample, and/or return to client should also be included
- Bids should specify per-sample costings for prep and analysis and any batch costs for other items such as administration, customs, transport or storage.

2.2 Contract Term

The contract term is 6 months

Schedule 3 Form of Tender incorporating non-collusive tendering certificate

By submitting your bid you are unequivocally agreeing to the following statement.

I/We certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not

(1) Until the Contract has been made:

(a) Communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the Offer, for insurance purposes or for a Contract guarantee bond;

(b) Enter in to any arrangement or agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;

(2) Pay give or offer or agree to pay or to give any sum of money or other valuable considerable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in (1) (a) or (b) above.

We acknowledge that if we have acted or shall act in contravention of this certificate, The Client will be entitled to cancel the Contract and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.

In this certificate, the word 'person' includes any person and anybody or association, corporate or unincorporated; the term 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not.

Schedule 4 Evaluation criteria

1 This section sets out The Client's Evaluation Criteria and approach to evaluation. Evasive, unclear or hedged responses may be discounted in evaluation and may, at The Client's sole discretion, be treated as non-compliant.

2 The Evaluation Criteria below fall into the following categories:

Technical – 60%

Commercial – 40%

Scoring Methodology

3 Responses to questions designated as “Scored” in the Quality Submission Schedule 5 of this ITT will be scored in accordance with the scoring methodology set out in the Scoring Table below (unless an alternative scoring methodology is set out for a particular question).

4 **Please note that some questions are weighted to reflect the importance of the question to the project.** The weightings that will be applied to each question are set out against each question in the Technical Submission Schedule 5 of this ITT. For example an actual score of 5 with a weighting of 3 will give a final score of 15. Likewise an actual score of 5 with a weighting of 1 will give a final score of 5. After all the responses to each “Scored” question have been scored, the evaluation panel will apply the weighting for each question. The Bidder’s weighted scores will be totalled to create a Bidder evaluation score.

| Score | Definition |
|-------|--|
| 5 | <p>The response by the Bidder provides a <u>very high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>fully detailed</u> with appropriate explanations and supporting evidence, there are a <u>limited number of minor</u> issues and <u>no major</u> issues.</p> <p>The response demonstrates <u>many more</u> strengths than weaknesses, desired standards will be <u>met in all</u> respects</p> |
| 4 | <p>The response by the Bidder provides a <u>high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>detailed</u> with appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>limited number of major</u> issues.</p> <p>The response demonstrates <u>more</u> strengths than weaknesses, desired standards will be <u>met in most</u> respects</p> |
| 3 | <p>The response by the Bidder provides an <u>acceptable</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>sufficiently detailed</u> with <u>some</u> appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>limited number of major</u> issues</p> |

| Score | Definition |
|-------|--|
| | The response demonstrates <u>more</u> strengths than weaknesses, desired standards <u>will</u> be mostly met |
| 2 | <p>The response by the Bidder gives rise to <u>some</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>number of major</u> issues.</p> <p>The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards <u>may not</u> be met.</p> |
| 1 | <p>The response by the Bidder gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are <u>many minor</u> issues and a <u>high number of major</u> issues.</p> <p>The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards are <u>unlikely</u> to be met.</p> |
| 0 | <p>The response by the Bidder is <u>non-compliant</u>; the response gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>insufficient detail</u> with <u>virtually no</u> appropriate explanations and supporting evidence, there are <u>many minor</u> issues and a <u>high number of major</u> issues. The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards are <u>highly unlikely</u> to be met.</p> |

Evaluation of Whole life Cost

- 5 Whole life cost will comprise 40% of the overall evaluation.
- 6 Bidders must complete the Pricing Submission to confirm their costs of delivering the requirement.

Schedule 5 Technical Submission

Please complete Appendix A – Technical Submission.



Schedule 6 Pricing Submission

Please complete section 3 of Appendix A – Technical Submission.

Pricing is worth 40% of the overall total evaluation.

The scoring methodology for the pricing section is detailed in Appendix A – Technical Submission.

Schedule 7 Conditions of Contract

| | Tick |
|--|------|
| The Client requires you to contract on The Client's terms (as at Appendix B). Please confirm that you accept the terms. Failure to accept The Client's terms will result in your bid being rejected. | |
| a) Accept the terms; OR | |
| b) Do not accept the terms | |