

Our Ref: F/2223/0514
Your Ref: 37255
Date: 29th September 2022

[REDACTED]
Metrohm U.K. Ltd.
Metrohm House
Evenwood Close
Daresbury Court
Runcorn, WA7 1LZ
[REDACTED]

Dear [REDACTED]

Contract ID: F/2223/0514

Contract Title: Supply of 2 x Metrohm MARGA 2060 (Monitor for AeRosols and Gases in ambient Air) PM2.5 Gaseous and Particulate Ion Chromatography Instruments

Thank you for your revised submission of quote QUO-78635-JID7T8/2, dated 31st August 2022.

I am pleased to offer you the above contract in accordance with your specification (Schedule 1), the Pricing (Schedule 2) & our standard terms and conditions – good as attached (Schedule 3).

The contract documents have been prepared but do require some further information regarding the guarantee supply of spare parts availability and pricing in Schedule 1, along with confirmation on payment routing in Schedule 2.

The Contract shall be performed in full accordance with the Environment Agency Conditions of Contract for Goods.

Please review, sign and return this letter to indicate your acceptance of this offer of Contract.

Yours faithfully

[REDACTED]
[REDACTED]
Senior Executive Officer
[REDACTED]

Manley House, Kestrel Way, Exeter, EX2 7LQ

I, [REDACTED] accept the offer of Contract described above.

Signe [REDACTED]

Designation.....Managing Director.....

Date.....03/10/2022.....

F/2223/0514

Schedule 1 Specification

This schedule details the goods and the location, and delivery, installation and commissioning requirements.

Make and Model of instrument to be Provided

Marga 2060

Agreed instrument Specification

Analyser must meet the following requirements:

1. Meets the full specifications of the MARGA system currently operated under the UKEAP, where 21 species at ambient concentrations are reported hourly, at hourly resolution.
 - a. The reported parameters are required to be:
 - PM₁₀: NH₄⁺, Na⁺, K⁺, Ca²⁺, Mg²⁺, Cl⁻, NO₃⁻, SO₄²⁻
 - PM_{2.5}: NH₄⁺, Na⁺, K⁺, Ca²⁺, Mg²⁺, Cl⁻, NO₃⁻, SO₄²⁻
 - Trace gases: NH₃, HCl, HNO₃, HONO and SO₂
2. Measurements are online and require no sample handling, reducing potential errors and contamination.
3. Minimal delay between sampling and analysis (< 1hr) preventing chemical transformations.
4. Detection limits must be able to achieve appropriate detection limits for a current UK remote rural location with the use of preconcentration columns included in Table 1 in the preconcentration column.

Table 1

<i>Detection limits of the MARGA 2060. (provided by manufacturer).</i>	Detection Limit Preconc. (µg m-3)
Particulate Matter	
Cl-	0.001*
NO3-	0.005*
SO42-	0.004*
NH4+	0.005*
Na+	0.005*
K+	0.009*
Mg2+	0.006*
Ca2+	0.009*
Gas	
HCl	0.001*
HNO3	0.005*
HNO2	0.002*
SO2	0.003*
NH3	0.0

5. Has computer interface using the most recent operating system. Integral data store, logged and remotely sending data. Can achieve data capture economically achievable (> 75 %) for PM2.5 if operated following manufacturers recommendations for installation, and maintenance.
6. All species must be measured with one instrument to minimise staff time managing instrumentation. Ideally similar dimensions to the following (W/H/D) 660/1810/605 mm.
7. The full supply of instruments will be as per quote QUO-78635-J1D7T8 / 2 in Appendix 1.
8. Has the potential to demonstrate equivalence to the CEN:16913:2017 standard following equivalence testing.
9. Local Site Operator (LSO) remote access:
 - a. The instrument must be capable of being remotely checked by the LSO at any time and some remote adjustment of instrument parameters available (e.g., for ion chromatography: retention times and other fitting parameters for chromatography). This is particularly necessary to minimise retrospective processing of data.
 - b. The system must log operational parameters which can be altered by the LSO to ensure optimal operation, as well as to aid retrospective post processing where required to ensure maximum data capture.
 - c. Software to aid identification of chromatographs, to minimise data re-analysis time.
10. Data storage and processing
 - a. Data must be able to be backed up locally on the instrument and be exportable to servers.
 - b. Retrospective processing of raw data must be possible. The manufacturer must provide the offline software to make this possible.
 - c. The internal standard, where applicable, must be automatically flagged by software to identify post-processing requirements and help aid the operator to identify failures in system.
11. The instrument must come with:
 - a. Detailed schedule of maintenance protocols,
 - b. Schedules and procedures for calibration and zero checks
 - c. A service schedule including service schedules and support agreements put in place for the first two years of operation.
12. Further, the instrument provided must meet the following requirements:
 - a. Provision of Sample head inlet(s) suitable for the measurement of PM10, PM2.5 and trace gases.
 - b. Operational at ambient temperatures found in the UK
 - c. Power connection requirements – (e.g., UK mains power nominal 220-240 VAC, 50 Hz, 13 A)
 - d. Power cut recovery – processes in place to handle short power cuts and extended power cuts to ensure protection of storage of measured data and settings. Also to enable remote restart without an LSO visit

- e. Confirmation that guard procedures are in place to protect components when they fail within the system (e.g., overheating of components within the instrument).

13. Log process parameters over the sampling time period. Examples include:

- a. Liquid flow rates,
- b. sampling time,
- c. air flow
- d. air volume sampled
- e. mean ambient temperature,
- f. mean ambient pressure,
- g. operational temperature of relevant components (where applicable)

14. Training is to be provided FOC as per previous agreement if required on both operation and post processing procedures during installation.

15. A minimum of 2-year warranty is required.

16. Manufactured to a recognised quality standard (e.g., ISO 9001)

Software- upgrades as required will be provided at no additional cost for a minimum 10-year lifetime of the instrument, to ensure full functionality of the instrument with its own operating systems and support hardware including any external upgrades for example Windows operating system updates.

Manual – An operational service manual will be supplied to enable the equipment to be serviced and maintained by a third party or in house by the Agency if necessary.

Lead Time – The instruments must be supplied to the stated delivery address by the 31st March 2023, or have been sent in transit to enable delivery by this date to be achieved subject to customs clearance. Should this delivery date not be met, or evidence the equipment is not in transit or in existence is not provided, then the parties will refer to the terms and conditions in Schedule 3 relating to defaulting the contract on timeliness. Specifically, that the Agency retains the right to terminate the order, if the funding is not available from the following years budget.

During courier transfer we would expect the instrument to be insured to its full value, as payment is on delivery, and therefore the responsibility to insure the instrument and ensure it is securely packaged is with the supplier and its chosen courier firm.

The Contractor /Courier shall follow the UK's guidance currently on: <https://www.gov.uk/goods-sent-from-abroad> and will liaise regarding any required customs forms required when sending the goods via courier with the named contact:

For Deliveries in Progress/ Late stage testing of goods beyond 31st March 2023 – In this scenario, assistance with additional information on the equipment and its location and status prior to the 31st March 2023 maybe required, to enable the Agency to undertake a budget 'accrual' of the expected invoice value using our financial year budget ending in March 2023. This is only possible if the instrument delivery is delayed but is in the final stages of testing and delivery. If no evidence the equipment exists, then we maintain the right to refer to the agreed terms and conditions in Schedule 3, notably regarding extensions of time and termination.

Consumables package agreed shall be supplied with the instrument at point of delivery as per consumable spare parts list. These consumable parts are expected to be at the prices in Table 2, although these can be subject to increases for inflation as justified by a recognised measure accepted by both parties.

All other consumables are included on the Service care contract.

Table 2 – Consumables List

Name	Part Number	Quantity for one year	Price	Total
Sealing Cartridge Set Denuder	V2LH000611	2		
PRE-FILTER 30MM PTFE LLF/LM	V0W1030009	50		
Filter for inline filter, 2um (10PCS)	V0W8006020	1		
Pump Tubing ID 1.6mm	V2KD003161	6		
Metrosep A Supp 7 - 150/2.0	61006640	3		
METROSEP RP2 GUARD COLUMN	V0W8006069	6		
PUMP TUBING ID.0.51 L=16"PHAR	V0W7203005	1		
INLET VLV METAL FREE IC PUMPHEAD	V0W8006023	1		
OUTLET VALV.METALFREE IC PUMPHEAD	V0W8006022	1		
Metrosep C 6 - 150/2.0	PA601051220	3		
METROSEP RP2 GUARD COLUMN	V0W8006069	6		
INLET VLV METAL FREE IC PUMPHEAD	V0W8006023	1		
OUTLET VALV.METALFREE IC PUMPHEAD	V0W8006022	1		

MARGA 2060 'Spare parts list–

Spare Parts Availability - 10 Year consumable and spare parts guarantee. Metrohm as the original supplier as part of this purchase shall ensure spare parts and consumables are available for a period of 10 years. These spare parts are expected to be at the prices in Table 3, although these can be subject to increases for inflation as justified by a recognised measure accepted by both parties.

Table 2 – Spare Parts List

Name	Part number	Quantity	Price	Price Total	Expected Lifespan in years
Burette Drive	A556060010_A	3			3
Steamer Module SJAC	V2LH000741	1			2
IC Pump Head Assembly (PEEK)	V0W8006027	1			5
Flat Plate Injector	V0W8006053	2			5
Stator for MF Injector	V0W8008027	2			5
ProfilC Conductivity Detector Package	V5LZI00271	1			5

Specification Details
<p>Installation and Commissioning only: Initial delivery of both units will be to Centre for Ecology & Hydrology (Penicuik) at the address below. Following acceptance testing, installation and commissioning will be at this location. The supplier will at additional cost provide quotations for a re-installation at two new sites in England when they are ready for the new equipment.</p> <p>The price which includes the delivery/Installation/Commissioning is understood to be based on full access and power supply for the Metrohm UK Ltd, arriving on site, so as to complete the work without additional cost to the customer. All reasonable efforts should be made by Metrohm UK Ltd, in advance to ensure that the power supply, housing and access is available prior to installation visit, and that the shelving units in the cabin are suitable for the installation of the Goods.</p>
<p>Health and Safety: Documentation on compliance with all applicable UK Health and Safety Legislation and any other applicable Environmental Legislation shall be provided</p>
<p>Logbooks and manuals: These should be supplied with each instrument.</p>
<p>Electrical Safety: The equipment should be able to be PAT tested in the UK and come with a UK compatible power supply, or one that can meet UK legislation.</p>

Instrument should be supplied with UKCA marking instead of CE European Marking.

Warranty: The equipment is to be supplied with an additional two-year warranty as outlined in quote.

QUO-78635-J1D7T8 / 2. The warranty covers replacement of spare parts once the faulty ones have been returned to Metrohm U.K. Ltd for evaluation and should include travel, shipping costs or labour to install components at no cost to the customer.

The list of non-consumable spare parts with a 2-year warranty from point of delivery is to consist of:

Any item within the MARGA 2060 product with the exception of consumable items or damage arising from the failure of such items, glassware and third-party components. Faults arising from improper storage or use of equipment, neglect or application problems.

There is no warranty length for consumable spare parts relating to faults unrelated to usage as it is difficult to establish if the parts have been used or not. Usual wear and tear is also difficult to establish for this type of equipment and in the event of a consumable failure it is difficult to establish the operational time to failure or the nature of the sample or application the part was used for.

However, at the discretion of Metrohm UK Ltd if consumable spares shipped and used within 2 weeks of delivery appear to be faulty to the customer Metrohm will replace the part free of charge if there is reasonable supporting information to prove a faulty product.

Consumable parts include, columns, filters, tubing, pre-columns, seals.

1) Delivery Address

The Goods shall be delivered to the following locations in England:

Environment Agency

Care Of:



Centre for Ecology & Hydrology (Penicuik)

Bush Estate

PENICUIK

EH26 0QB

Before payment is made:

- A commissioning check or visual check ensure the instrument is functional in accordance with the service manual is required. It is reasonable to assume that this check will be undertaken within 21 days of the delivery date, or it will be assumed the instrument is in working order, subject to any warranty failures. This commissioning check is additional to an initial errors/shortages check which will be carried out within 7 days to ensure all items are delivered correctly.

- The equipment will need to be suitably packaged, and if damaged in transit so as to make the equipment non-operational, payment will not be made and the delivered items, or the whole instrument, will need to be returned to the supplier for repair at the supplier's expense.
- The supply of the instrument must be in accordance with the Agency's Terms and Conditions attached.

2) Payment on Delivery:

For physical items, payment will be upon completion of delivery of goods by 31st March 2023, unless otherwise agreed.

Alongside delivery, an invoice for the goods will need to be provided prior to the 24th March 2023, and potentially assistance with the need to 'accrue' the Agency budget if the instrument is delayed at Customs.

It is required that we will be invoiced when all items are delivered as 'one package' rather than delivery in multiple parcels, and not part invoicing for each of these, unless agreed with the Agency Contract Responsible Officer.

For installation of goods at sites, this element of payment will be delayed until, installation, testing and calibration at the new locations yet to be established, expected to be completed by 31st March 2024 at the latest, unless otherwise agreed.

It is understood that this element may be delayed as it is beyond the Contractor's control.

The servicing and installation elements will be invoiced when these items are delivered.

3) Installation

Installation to occur at new locations yet to be determined which will be in England.

4) Invoicing Instructions:

Alongside delivery, an invoice for the goods will need to be provided prior to the 24th March 2023, referencing an issued Purchase Order for items delivered in Schedule 2, alongside evidence of the delivery for example delivery notes or photographs if applicable.

Non-compliant invoices with no Purchase Order number will be rejected and returned to the supplier.

The invoices shall include:

- i) Unique invoice number;
- ii) Date of issue;
- iii) Purchase order and reference to correct Purchase
- iv) Date of delivery of services;
- v) Agency contract number;
- vi) The Environment Agency project officer;
- vii) Qualitative description of the work being done;

- viii) Excluding VAT unit price and total amount;
- ix) Contractor contact name and details;
- x) Payment information for supplier;
- xi) Register company information;
- xii) VAT registration number;

Invoice Submission Digital standards - Inbound invoices and emails must comply with our Payment processors (SSCL) submission standards otherwise your invoice will not be processed. For information the submission standards are summarised below;

- Email size must not exceed 4mb
- All files/invoices must be in PDF format attached directly to the email (No folders etc)
- One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file
- Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above)
- "PASSWORD PROTECTED" Files cannot be processed.
- Please submit the invoices by email to:
 - i) [REDACTED]
 - ii) [REDACTED]
 - iii) AQmonitoringUK [REDACTED]

5) The charges for the Goods: shall be as set out in Schedule 2

6) The specification of the Goods: is as set out in Schedule 1

7) The Goods contract terms: as set out in Schedule 3.

Appendix 1 – Quote (Not including terms and conditions as we are buying using our Agency Terms and Conditions):

Your Metrohm Quotation

PEOPLE
YOU
CAN
TRUST

Date: 31.08.2022

[2 x 2060 MARGA](#)

Dear [REDACTED]

Further to your recent quotation amendment request, we have the pleasure in enclosing our quotation for the Instrumentation discussed.

Should you require any further information please do not hesitate to contact us.

Yours Sincerely

[REDACTED]
Business Manager - Process Analytics

[Metrohm U.K. Ltd.](#), Metrohm House, Evenwood Close, Daresbury Court, Runcorn. WA7 1LZ

Form 121-QUD-024-v1
21/04/2022

2 x 2060 MARGA

Date: 31.08.2022
 Quote No. QUO-78635-J1D7T8 / 2
 Sales Person:
 Valid From: 23/08/2022
 Valid To: 21/11/2022

Supply to:

UK Environment Agency,

Care Of:

Centre for Ecology & Hydrology (Penicuik)

Bush Estate PENICUIK EH26 0QB



PEOPLE
YOU
CAN
TRUST

Qty.	Product No.	Description	Unit Cost	Discount %	Total
2	A402060111C	2060 IC MARGA M			
2	PROJECT-GENERAL	MPA General Project Additional Sample Box			
4	V0W8006085	Air Inlet Station for Marga, PTFE coated Air Inlet Station for Marga, PTFE coated (Optional)			
2	V0W8006086	Set (8 pcs.) PM10 Jets for Air Inlet Station Set (8 pcs.) PM10 Jets for Air Inlet Station (Optional)			
2	V0W8006087	Set (8 pcs.) PM2,5 Jets for Air Inlet Station Set (8 pcs.) PM2,5 Jets for Air Inlet Station (Optional)			
2	V0R9003017	Uninterruptible Power Supply 1500VA 120Vac UPS PW9130 1500VA 120Vac (Optional)			
2	SER-SCARE	Metrohm Standard Care Contract Annual PM Service of MARGA by Metrohm Representative - 1 Sample Box			
2	SER-SCARE	Metrohm Standard Care Contract Additional Cost for Service of Second Sample Box			
2	65733050	PM Kit IC iPump Peek Professional Basic PM Kit IC iPump Peek Professional Basic			

2	65733040	PM Kit Peristaltic Pump IC PM Kit Peristaltic Pump IC
6	SER-INSTALL	Installation by Metrohm Representative Onsite Commissioning by Metrohm Representative
2	SER- SP.EXTWAR.1	One (1) Year Extended Warranty Additional Two Years of Warranty (MARGA 15)
2	SER- SP.EXTWAR.1	One (1) Year Extended Warranty Added Warranty Cost for Two Years Warranty (MARGA 25)
2	PA61006340	Metrosep A PCC 2 HC/4.0 Metrosep A PCC 2 HC/4.0(optional)
2	PA61010310	Metrosep C PCC 1 HC/4.0 Metrosep C PCC 1 HC/4.0(optional)
2	SER-MPADEL	MPA Delivery Charge
2		MagicNET Licence for Windows

Delivery Time	22 weeks from Date of Order (as of 1st Oct - TBC beyond this)
Payment Terms	TBC

Schedule 2: Pricing

The Contractor agrees to provide the following items at the agreed fixed prices below. Parties agree that the terms of conditions contained within the Metrohm quotes are superseded by the Agency Terms and Conditions in Schedule 3.

Qty.	Product No.	Description	Unit Cost	Discount %	Total
2	A402060111C	2060 IC MARGA M			
2	PROJECT- GENERAL	MPA General Project Additional Sample Box			
4	V0W8006085	Air Inlet Station for Marga, PTFE coated Air Inlet Station for Marga, PTFE coated (Optional)			
2	V0W8006086	Set (8 pcs.) PM10 Jets for Air Inlet Station Set (8 pcs.) PM10 Jets for Air Inlet Station (Optional)			
2	V0W8006087	Set (8 pcs.) PM2,5 Jets for Air Inlet Station Set (8 pcs.) PM2,5 Jets for Air Inlet Station (Optional)			
2	V0R9003017	Uninterruptible Power Supply 1500VA 120Vac UPS PW9130 1500VA 120Vac (Optional)			
2	SER-SCARE	Metrohm Standard Care Contract Annual PM Service of MARGA by Metrohm Representative - 1 Sample Box			
2	SER-SCARE	Metrohm Standard Care Contract Additional Cost for Service of Second Sample Box			
2	65733050	PM Kit IC iPump Peek Professional Basic PM Kit IC iPump Peek Professional Basic			

2	65733040	PM Kit Peristaltic Pump IC PM Kit Peristaltic Pump IC
6	SER-INSTALL	Installation by Metrohm Representative Onsite Commissioning by Metrohm Representative
2	SER- SP.EXTWAR.1	One (1) Year Extended Warranty Additional Two Years of Warranty (MARGA 1S)
2	SER- SP.EXTWAR.1	One (1) Year Extended Warranty Added Warranty Cost for Two Years Warranty (MARGA 2S)
2	PA61006340	Metrosep A PCC 2 HC/4.0 Metrosep A PCC 2 HC/4.0(optional)
2	PA61010310	Metrosep C PCC 1 HC/4.0 Metrosep C PCC 1 HC/4.0(optional)
2	SER-MPADEL	MPA Delivery Charge
2		MagicNET Licence for Windows

Net Total (excl VAT)

Delivery Time	22 weeks from Date of Order (as of 5th Oct - TBC beyond this)
Payment Terms	TBC

- **Prices:** Excluding VAT
- **Prices:** Includes the Specification in Schedule 1 and Terms and Conditions in Schedule 3.
- **Information:** Invoicing instructions as per clause 4 of the Specification as set out in Schedule 1 which states:

Alongside delivery, an invoice for the goods will need to be provided prior to the 24th March 2023, referencing an issued Purchase Order for items delivered in Schedule 2, alongside evidence of the delivery for example delivery notes or photographs if applicable.

Non-compliant invoices with no Purchase Order number will be rejected and returned to the supplier.

The invoices shall include:

- i) Unique invoice number;
- ii) Date of issue;

- iii) Purchase order and reference to correct Purchase
- iv) Date of delivery of services;
- v) Agency contract number;
- vi) The Environment Agency project officer;
- vii) Qualitative description of the work being done;
- viii) Excluding VAT unit price and total amount;
- ix) Contractor contact name and details;
- x) Payment information for supplier;
- xi) Register company information;
- xii) VAT registration number;

Invoice Submission Digital standards - Inbound invoices and emails must comply with our Payment processors (SSCL) submission standards otherwise your invoice will not be processed. For information the submission standards are summarised below;

- Email size must not exceed 4mb
- All files/invoices must be in PDF format attached directly to the email (No folders etc)
- One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file
- Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above)
- "PASSWORD PROTECTED" Files cannot be processed.
- Please submit the invoices by email to:

[REDACTED]

[REDACTED]

[REDACTED]

8) The charges for the Goods: shall be as set out in Schedule 2

9) The specification of the Goods: is as set out in Schedule 1

10) The Goods contract terms: as set out in Schedule 3.



**Environment
Agency**

Conditions of Contract Goods

October 2019

1. DEFINITIONS

1.1 In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1 The Agency

The Environment Agency, its successors and assigns.

1.1.2 The Appendix

The Appendix to these Conditions.

1.1.3 The Contract

These Conditions including the Appendix, any Special Conditions, the Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

1.1.4 The Contractor

The person, firm company or body who undertakes to supply the Goods to the Agency.

1.1.5 Contract

The time period stated in the Appendix or otherwise

Period provided in the Contract, for the delivery of the Goods.

1.1.6 Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the Goods.

1.1.7 Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written communication given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.8 Contracting Authority

Means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.9 Contractor Personnel

Means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract.

1.1.10 Data Protection Legislation

Means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

1.1.11 Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.12 Goods

All Goods detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor Where the Contract is for the provision

of Goods and Services, the words “the Goods” shall mean, where the context allows, to include the Services the Contractor has agreed to provide.

1.1.13 Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

1.1.14 Law

Means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.

1.1.15 Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

- i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery.
- ii. First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16 Permission

Express permission given in writing before the act being permitted.

1.1.17 Regulations

means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.2 Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4 Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

If these Conditions are used in the production of an order under pre-existing arrangements, then the Conditions of Contract of the pre-existing arrangements shall prevail.

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. GOODS

The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract to the standard in the Specification, within the time period specified in the Appendix, using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

5. ASSIGNMENT

5.1 The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2 Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall deliver the Goods within the time stated in the Appendix subject to any changes arising from Condition 9 (Variations), and/or Condition 10 (Extensions of time).

7. MATERIALS

7.1 The Contractor shall be responsible for establishing his own sources of supply for any goods and materials needed in connection with the performance of the Contract.

7.2 The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

8. SECURITY

8.1 The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the supply of the Goods, or belonging to the Contractor, or the Contractor's staff, or sub-contractors whilst on Agency premises.

8.2 This Condition shall not prejudice the Agency's rights under Condition 16.

9. VARIATIONS

9.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Goods to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

9.2 The value of any such variation, other than any variation arising out of Condition 9.3, shall be determined by reference to the rates contained in the Pricing

Schedule. Where the Goods so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

9.3 Where a variation is the result of some default or breach of the Contract by the Contractor or for some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

9.4 The Contractor may also propose a variation to the Goods to be supplied but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

9.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract.

9.6 The Agency may vary the Contract to comply with a change in English Law. Such a change will be affected by the Contract Supervisor notifying the Contractor in writing.

9.7 The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

9.7.1 any Contracting Authority; or

9.7.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

9.7.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

9.8 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

10. EXTENSIONS OF TIME

10.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

10.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard, without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

10.1.2 in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

10.1.3 No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

10.1.4 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 12 and 13.

11. PROPERTY AND RISK

The property and risk in the Goods shall pass to the Agency when the Goods have been delivered to the Agency's nominated address or addresses as stated in the Appendix and unloaded.

12. REJECTION OF GOODS

12.1 Without prejudice to the operation of Condition 12.5 the Goods shall be inspected on behalf of the Agency within a reasonable period of time after delivery and may be rejected if the Goods:

12.1.1 are found to be defective, inferior in quality to or differing in form or material from the requirements of the Contract, or

12.1.2 do not comply with any term (express or implied) of the Contract.

12.2 Without prejudice to the operation of Condition 12.5, the Agency shall notify the Contractor of the discovery of any defect within fourteen days and shall give the Contractor all reasonable opportunities to investigate such defect.

12.3 The whole of any consignment may be rejected if a reasonable random sample of the Goods taken from the consignment is found not to conform in every respect with the requirements of the Contract.

12.4 Goods so rejected after delivery shall be removed by the Contractor within 14 days of receipt of the Agency's notification of rejection. If the Contractor fails to remove the rejected Goods within this time period, the Agency may return the rejected Goods at the Contractors risk and expense.

12.5 The Agency's right of rejection shall continue irrespective of whether the Agency has accepted the Goods. In particular, taking delivery, inspection, use or payment for the Goods, or part of them shall not constitute acceptance, waiver or

approval and shall be without prejudice to any right or remedy the Agency may have against the Contractor.

13. DEFAULT

13.1 The Contractor shall be in default if he:

13.1.1 fails to perform the Contract with due skill, care diligence and timeliness;

13.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

13.1.3 is in breach of the Contract.

13.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

13.3 If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, purchase other goods of the same or equivalent description. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

14. TERMINATION

14.1 The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

14.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 13.2.

14.1.2 becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

14.2 Termination under the Regulations'

14.3 The Agency may terminate the Contract on written Notice to the Contractor if:

- (a) the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

15. DETERMINATION

15.1 Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

15.2 The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments

necessarily and solely incurred in properly performing the Contract prior to determination.

15.3 The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

16. INDEMNITY

16.1 Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

16.1.1 death or injury to any person;

16.1.2 loss or damage to any property excluding indirect and consequential loss;

16.1.3 infringement of third-party Intellectual Property Rights

which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

16.2 This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

17. LIMIT OF CONTRACTOR'S LIABILITY

17.1 The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

17.1.1 the sum stated in the Appendix

17.1.2 if no sum is stated, the Contract Price or five million pounds whichever is the greater.

18. INSURANCE

18.1 The Contractor shall insure and maintain insurance against liabilities under Condition 16 (Indemnity) in the manner and to the values listed in the Appendix. If no sum is stated, the value insured shall be five million pounds.

18.2 If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

18.3 The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

19. PREVENTION OF FRAUD AND CORRUPTION

19.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

19.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

19.3 If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 19 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

19.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

19.3.2 recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

19.4 The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

20. CONTRACT PRICE

20.1 The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 9 (Variations).

20.2 In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21. INVOICING AND PAYMENT

21.1 Invoices shall only be submitted for those Goods already delivered accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2 If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3 If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 The Contractor warrants to the Agency that the Goods, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall fully indemnify the Agency against all actions, claims, costs, charges, expenses and liabilities of whatsoever nature arising from or incurred by reason of any infringement, or alleged infringement.

22.2 The Contractor shall not be liable under this Condition if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.3 If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 14 and 15.

23. WARRANTY

The Contractor warrants that the Goods supplied by him are of a satisfactory quality and are supplied with reasonable skill, care and diligence and fit for the Agency's

intended purpose so far as this has been communicated to him, or which he would reasonably be expected to know.

24. GUARANTEES

The Contractor shall promptly remedy all defects in the Goods arising from faulty design, materials or workmanship and, without prejudice to the Agency's statutory rights, either repair or replace the Goods (as the Agency shall elect) at no cost to the Agency, for a period of 12 months from putting the Goods into intended service, or 18 months from delivery, whichever is the less, or as otherwise agreed in writing.

25. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

26. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

26.1 The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

26.2 The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

26.2.1 comply with the provisions of the Modern Slavery Act 2015;

26.2.2 pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

26.2.3 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

26.3 The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

26.3.1 eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

26.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not; and

26.3.3 fosters good relations between people who share a protected characteristic and those who do not.

27. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Goods or undertaking work for the Agency without the Permission of the Contract Supervisor.

28. LAW

This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

29. WAIVER

29.1 No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

29.2 No waiver by the Agency shall be effective unless made in writing.

29.3 No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

30. ENFORCEABILITY AND SURVIVORSHIP

30.1 If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law

30.2 The following clauses shall survive termination of the Contract, howsoever caused: 14, 15, 16, 22, 23, 25, 28, 30, 31, 32, 33 and 34.

31. DISPUTE RESOLUTION

31.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

31.2 If the parties' negotiators are unable to resolve the dispute within a period of forty-five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

31.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty-five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

31.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty-five days after the appointment of the mediator.

31.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

31.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

31.7 Any of the time limits in Condition 31 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

32. GENERAL

32.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

32.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

33. FREEDOM OF INFORMATION ACT

33.1 The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) ('Regulations').

33.2 The Contractor agrees that:

33.2.1 All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

33.2.2 The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time-to-time agreed changes to the Contract, to the public.

33.3 If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that

sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material stated to be or marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

34. DATA PROTECTION

34.1 In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract

Appendix to Conditions Goods

Ref: F/2223/5014

Title: Contract for the Supply of 2 x Metrohm MARGA 2060 (Monitor for AeRosols and Gases in ambient Air) PM2.5 Gaseous and Particulate Ion Chromatography Instruments

Condition

1 **Contract Supervisor**

[REDACTED]

Address:

Environment Agency,
Lateral House
8 City Walk,
Holbeck,
Leeds
LS11 9AT
UNITED KINGDOM

2 **Contractor**

Metrohm UK Ltd

Address:

Metrohm House
Evenwood Close
Daresbury Court
Runcorn
WA7 1LZ
UNITED KINGDOM

3 **Completion**

Contract Start Date 04/10/2022

Contract End Date 31/03/2023*

*Please note – this does not nullify the Spare Parts Availability clause in Schedule 1.
Acceptance of these conditions confirms acceptance of details, time periods and prices as stated in the Spare Parts Availability clause in Schedule 1.

4 **Delivery**

Address:

[REDACTED]

Centre for Ecology and Hydrology (Penicuik)

Bush Estate

Penicuik

EH26 0QB

UNITED KINGDOM

5 **Insurance**

Professional Indemnity Min. Cover £2 million

Third Party Minimum Cover £2 million

Public Liability Min. Cover £2 million

6 **Limit on Liability**

Limit on Contractors Liability £5 million