Request for Quotation

**Persistent Organic Pollutants in Waste Battery Plastic Project**

**23 August 2022**

##

## Request for Quotation

**Persistent Organic Pollutants in Waste Battery Plastic Project**

You are invited to submit a quotation for the requirement described in the specification, Section 2.

The following 2 step process is to be followed:

1. Please confirm via email to sam.lusted@environment-agency.gov.uk no later than 29 September 2022 at 17:00,that you wish to participate in the opportunity. You will receive notification inviting you to register on the Authority’s eMarketplace Solution. You are not required to formally register but may proceed using a guest account.

You will be asked to confirm access to the Authority’s eMarketplace Solution and RFQ documentation and whether you intend to submit a quote or not via the solutions messaging capability. All further correspondence and activity relating to the opportunity will be conducted via the Authority’s eMarketplace Solution.

1. Your final Response should be submitted via the Authority’s eMarketplace Solution by 23:55 on **13 October 2022**.

**Contact Details and Timetable**

Sam Lusted will be your contact for any questions linked to the content of the quote or the process. Please submit any questions via the Authority’s eMarketplace Solution messaging facility and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| **Action** | **Date** |
| Date of issue of RFQ | 22-Sept-2022 at 17:00 BST |
| Deadline for expressions of interest to participate via the Authority’s eMarketplace Solution | 29-Sept-2022 at 17:00 BST |
| Deadline for clarifications questions | 06-Oct-2022 at 23:55 BST |
| Deadline for receipt of Quotation | 13-Oct -2022 at 23:55 BST |
| Intended date of Contract Award | 20-Oct-2022 |
| Intended Contract Start Date | 21-Oct-2022 |
| Intended Delivery Date / Contract Duration  | 28-Feb-2023 |

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**Section 1: General Information**

### Glossary

Unless the context otherwise requires the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires):

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| “Authority” | means the Environment Agency who is the Contracting Authority. |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “eMarketplace Solution”  | means the e-Procurement solution used to support electronic catalogues, Request for Quote, Quick Quote (Spot Buy), e-Invoicing and e-Payments. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

#### Conditions applying to the RFQ

The RFQ will be run via the Authority’s eMarketplace Solution. It is not mandatory to register with the solution to participate in the quotation process, you may participate in the process using the guest account provided. However, if successful you will be required to register.

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submitting your completed quotation.

Your quotation must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your quotation fully and accurately and that prices quoted are arithmetically correct for the units stated.

By submitting a quotation, you, the supplier, are deemed to accept the terms and conditions provided in the RFQ. Confirmation of this is required in Annex 2.

Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this quotation process.

#### Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

#### Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

#### Self-Declaration and Mandatory Requirements

The RFQ includes a self-declaration response (Annex 1) which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

#### Clarifications

Any request for clarification regarding the RFQ and supporting documentation must be submitted via the Authority’s eMarketplace Solution no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via the Authority’s eMarketplace Solution unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure.

the Authority will notify the supplier (via the Authority’s [eMarketplace Solution](https://defra.bravosolution.co.uk/web/login.html%22%20%5Ct%20%22_blank)), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a quotation and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the quotation, the supplier must respond within the timeframe requested by the Authority.

#### Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you via the eMarketplace Solution.

Suppliers may modify their quotation prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the Authority’s eMarketplace Solution.

#### Conditions of Contract

The Authority’s standard of services provided as part of the RFQ will be included in any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

Suppliers should note that the quotation provided by the successful bidder will be incorporated into the Contract as a specific Annex.

**Prices**

Prices must be submitted in £ sterling, exclusive of VAT.

### Disclosure

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

Further to the Government’s transparency agenda, all UK Government organisations must advertise on Contract Finder in accordance with the following publication thresholds:

* Central Contracting Authority’s: £10,000
* Sub Central Contracting Authority’s and NHS Trusts: £25,000

For the purpose of this RFQ the Authority is classified as a Sub Central Contracting Authority with a publication threshold of £25,000 inclusive of VAT.

If this opportunity is advertised via Contracts Finder, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a quotation, you consent to these terms as part of the procurement.

### Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

**Protection of Personal Data**

In order to comply with the General Data Protection Regulations 2018 the supplier must agree to the following:

* You must only process any personal data in strict accordance with instructions from the Authority.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

**General Data Protection Regulations 2018**

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within **seven years** of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority without the consent of the data subject, unless the Authority is required by law to make such disclosures.

**Conflicts of Interest**

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

Where the supplier is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a quotation). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a quotation being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the supplier.

#### Section 2: The Invitation

#### Specification of Requirements

**Background to Environment Agency**

We are the Environment Agency. We protect and improve the environment. We help people and wildlife adapt to climate change and reduce its impacts, including flooding, drought, sea level rise and coastal erosion. We improve the quality of our water, land and air by tackling pollution. We work with businesses to help them comply with environmental regulations. A healthy and diverse environment enhances people's lives and contributes to economic growth. We can’t do this alone. We work as part of the Defra group (Department for Environment, Food & Rural Affairs), with the rest of government, local councils, businesses, civil society groups and local communities to create a better place for people and wildlife.

**Background to the specific work area relevant to this purchase**

As part of the chemicals programme we need to better understand the potential impact of bromine in lead acid batteries.  Brominated flame-retardants (BFRs) are reported to be present in plastics in waste lead acid batteries casings (or other plastic components). These might include persistent organic pollutants (POPs) like polybrominated diphenyl ethers (PBDE’s). These are comprised of multiple components such as decabrominated diphenyl ether (decaBDE) (CAS 1163-19-5).

Product sheets for Batteries on the open market often suggest Case Materials have a “Standard Option” and a “Flame retardant option (FR)” option available for products. Lead acid batteries seem to be generally constructed from Polypropylene or ABS plastic and include a range of uses such as vehicle/ “leisure”, Uninterrupted Power Supply (UPS), and Traction batteries.

The key objectives of this project are to sample and analyse these plastics to:

* provide evidence on whether or not plastic in lead acid batteries contain persistent organic pollutants
* provide an initial estimate of the proportion of plastics removed from batteries that contain brominated flame retardants, and the levels they contain, using X-Ray Fluorescence (XRF) scanning
* provide an analysis of plastics identified as containing bromine by XRF, to determine which BFRs are present, including any that are POPs. Analysis of other chemicals of concern (for example Dechlorane Plus and UV-328) should be considered to maximise sampling and analysis effort

Note: The term ‘POP PBDE’ means Tetrabromodiphenyl Ether, Pentabromodiphenyl Ether, Hexbromodiphenyl Ether, Heptabromodiphenyl Ether, and Decabromodiphenyl Ether, as listed in Annex A of the Stockholm Convention.

All work must be completed and submitted to the Environment Agency by 28 February 2023. All invoices must be submitted to the Environment Agency by 28 February 2023.

**Requirement**

The successful contractor will undertake the following tasks for the POPs in waste lead acid battery plastics:

1. Organise a preliminary meeting(s), either face to face or virtually, with the Environment Agency to discuss any matters requiring clarification prior to commencing the contract.

1. Provide a draft sampling plan to the Environment Agency for discussion and agreement prior to commencing sampling and analysis. This should be prepared in accordance with BS EN 14899: 2005 on Characterisation of waste and its supporting guidance PD CEN/TR 15310-1:2006 to 15310-5:2006. This should specifically address:
* Stakeholder engagement to gain access to 3 battery processing sites to sample waste plastics from lead acid batteries of different types.
* How representative samples will be taken, by whom, and with due consideration of sub-populations caused by potential differences in POP concentrations in inputs (for example different battery types).
* Recording sufficient details of the types of battery inputs (sub-populations) and the battery plastic separation process, to interpret the results and draw conclusions.
* XRF scanning of individual plastic for antimony and to identify those that may contain brominated flame retardants (this may be conducted on site or in the laboratory) for further laboratory analysis.
* Subsequent laboratory sample preparation and analysis to:
* Quantify the concentration of ‘total’ bromine in each sample
* Quantify the concentration of brominated POP PBDE’s in each sample (with the extraction efficiency measured for each sample)
* Identify and quantify (or semi-quantify) other brominated flame retardants, to account for the remaining bromine.
* Identify and quantify (or semi-quantify) other chemicals of concern,
* Demonstrate that the laboratory selected has suitable methods, supported by method development and expertise, to undertake the analysis required on materials on this type. The laboratory should hold suitable accreditation, at a minimum ISO/IEC 17025 (Testing and Calibration Technologies) and ISO 9001 (Quality Management). You should anticipate that analysis could present challenges that may require either the laboratory to re-analyse samples using different techniques or that you use a different laboratory. This risk can be minimised, but not removed, by ensuring that the laboratory selected is appropriate.

1. Review, amend, finalise and agree the Sampling Plan with the Environment Agency before commencing work. This may include telecons and meetings, as necessary, to achieve this.

1. Arrange with stakeholders to gain access to each site to undertake representative sampling for each subpopulation.

1. Take samples of polypropylene and ABS Lead Acid battery plastic/casings, from each site (a minimum of 100 of each is recommended). Whole or fragments of plastic cases are to be sought for analysis, noting details of the battery including manufacturer and product details where identifiable. Where plastic fragments or cases are not available on site, plastic flake should be sought for analysis, with details of the source of the flake including type of battery and plastic type, if distinct.

1. Collect information, relevant to the interpretation of the results, on the nature and principles of the process used at each site, the range of inputs and subpopulations, the different output fractions and how samples relate to inputs and subpopulations.

1. Provide a brief interim report, in the agreed format, to the Environment Agency on the outcome of sampling and information on samples sent for laboratory analysis. Discuss results and agree report with the Client Project Manager.

1. Contract with a laboratory with suitable accreditation, test methods and experienced staff, supported by method development for the sample materials and POPs and Chemicals in question. The ability for the laboratory to analyse samples and report results to the required timescales is important.

1. Transport all samples to the contracted laboratory in a manner that will maintain the integrity and chain of custody of the samples. Attain written confirmation with each source site that the sampling took place, and the samples were removed, from their site with their agreement.

1. Undertake analysis to:
* Undertake XRF scanning, for bromine, in each plastic sample. from Identify plastics containing bromine to select as many samples as possible for further analysis (as well as recording other relevant elemental composition, particularly antimony)
* Quantify the concentration of ‘total’ bromine in each sample
* Quantify the concentration of brominated POPs in each sample, with the extraction efficiency measured for each
* Identify and quantify (or semi-quantify) other brominated flame retardants, to account for the remaining bromine.
* Consider other relevant or POP or nominated Chemicals.

1. Review results from step 10, and organise a meeting with the Environment Agency to discuss and identify:

* any analytical weaknesses or uncertainties and address them prior to step 12.
* any site/fraction issues requiring further investigation, propose that further investigation and costs (in accordance with the Schedule of Rates), and undertake any additional work agreed.

1. Produce and provide a draft written report for comment to the Environment Agency by 31st January 2023, setting out the work undertaken, and results obtained, including specifically:

* The sites sampled, the nature of the separation process used and fractions produced and input related sub-population(s) found there.
* XRF for the individual plastic pieces
* Analytical results for ‘total’ bromine, POP PBDE, other brominated flame retardants, with the extraction efficiencies for each sample.
* Estimates of Bromine, brominated POP, and other brominated flame retardant concentration, in the plastic stream and original batteries.
* Details of the sample preparation and laboratory analysis should include as a minimum:
1. Instrumental set-up parameters: instrument make, model and software, chromatographic column, temperature, mobile phase composition, flow rates, gradient or isocratic separation and the detector optimisation and configuration
2. Details of certified reference standards (supplier/purity/batch number/expiry etc.), calibration range and sensitivity, limit of detection (LOD), limit of quantification (LOQ), column recoveries, stability and reproducibility.
3. LOD/LOQ should be determined for extracted samples to account for potential interferences
4. Sample preparation including clean-up and concentration techniques, and use of internal standards (plus justification of choice) for validation and recoveries/extraction efficiency etc.
5. Identification and discussion of technical limitations
	* Sites should be anonymised in the body of report so individual results are not attributable. Site identity, along with any relevant but commercially sensitive process details should be placed in a separate Annex that will not be published by the Environment Agency or shared with any other party by the successful contractor.

1. Review, amend, finalise, and agree this report with the Environment Agency. Provide an electronic copy of the final, agreed, written report in both Microsoft Word and pdf format to the Environment Agency by 28 February 2023.

1. Attendance at project meetings at the start and during the project will be required and this will be via digital communication and/or attendance at a suitable meeting venue for a face-to-face meeting.

**Administrative procedures:**

The Client Project Manager will issue a purchase order to the Contractor. The order number must be quoted on all invoices, otherwise the invoice will be rejected.

Payments for work completed will be made at two milestones and the Contractor will submit an invoice for:

* the costs of the work completed to the end of step 9 above.
* the balance of the amount due at the end of the project, after all tasks have been completed and upon the approval of the final report by the Environment Agency.

The draft invoices should be agreed with the Client Project Manager before submission to Environment Agency Finance (SSCL). All invoices should be submitted no later than the 28th February 2023.

**Pricing:**

The price for the contract will be calculated using the agreed Schedule of Rates. Where activities can be defined with a degree of certainty, a fixed cost, calculated from the Schedule of Rates at tender stage, will apply to these tasks. Where tasks are subject to variation, costs will be reimbursed accordingly using the rates set out in the Schedule. The number of sites to be visited and outputs to be sampled and analysed will be agreed with the Environment Agency, in steps 1 and 2 above. It is anticipated that there are scenarios where additional representative sampling and/or laboratory analysis may be required to achieve the project objectives and may be requested by the Client Project Manager after completion of the review of the initial results in step 7. Any additional activities must be agreed in writing with the Contracting Authority before commencement. These additional costs will be reimbursed using the Schedule of Rates.

**Additional information:**

Any potential conflict of interest (e.g. because of contractual involvement with actual or potential stakeholders), for either the Contractor or their sub-contractor, must be clearly declared the Client Project Manager as soon as the conflict is identified. If the conflict cannot be resolved, the contract may be terminated. The Contractor is responsible for the health and safety of their staff or sub-contractor staff, including during site visits, laboratory work and any additional Covid19 safety measures necessary. The Contractor will be responsible for arranging access to sample sites with the site operators, including site inductions and compliance with site Health and Safety rules and provision of appropriate PPE. The Environment Agency will not accept costs relating to failed site visits or additional time on site that is the fault of the Contractor.

**Sustainability**

The Environment Agency protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains.  We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

All samples must be collected, analysed and disposed of in accordance with relevant H&S, chemicals and waste management legislation. Transport to and from sampling sites must consider sustainability, e.g. opting for the minimum trips required and/or opting for more environmentally friendly travel options. The Supplier/Contractor will provide such evidence of addressing its sustainability impacts and compliance with the contract requirements when the Environment Agency reasonably requests.

**Outputs and Contract Management**

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| Reference  | Deliverable  | Responsible party  | Date of completion  |
| A1  | Draft sampling plan submitted to the Environment Agency  | Contractor  | 01 November 2022 |
| A2  | Final sampling plan submitted to the Environment Agency  | Contractor  | 14 November 2022  |
| A3  | Draft report submitted to the Environment Agency  | Contractor  | 31 January 2023  |
| A4  | Final report submitted to the Environment Agency  | Contractor  | 28 February 2023  |
| A5  | All invoices submitted to the Environment Agency  | Contractor  | 28 February 2023  |

* W/C 17th October 2022– Start up meeting between project officer and supplier
* Fortnightly teleconferences thereafter
* 31th January 2023 – Draft report due in digital format via e-mail
* 28th February – Final report due. Three copies, digital format via e-mail
* Contract to be completed by 28th February 2023
* W/C 27th February 2023 – Wash up meeting

**Quality Assurance**

The Contractor and their sub-contractors are required to apply an appropriate, audited quality assurance process for the tasks required. The Environment Agency will not accept costs relating to re-analysis of samples, delays or other re-work required that is due to the fault of the Contractor or their sub-contractor.

#### Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number, using the schedule below:

* 50% at completion of sampling
* 50% at completion of final report and sign off

It is anticipated that this contract will be awarded for a period of 5 months to end no later than 28 February 2023. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition.

**Evaluation Methodology**

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

 Technical – 70%

Commercial – 30%

**Evaluation criteria**

Evaluation weightings are 70% technical and 30% commercial, the winning tenderer will be the highest scoring combined score.

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| **Award Criteria** | **Weighting (%)** | **Evaluation Topic & Weighting** | **Sub-Criteria** | **Weighted Question** |
| Technical | 70% | Service / Product Proposal | Methodology and approach (including approach to Health, Safety, and Sustainability) | 30% |
| Staff Experience and Qualification | 20% |
| Laboratory Analysis | 30% |
| Company Details, Policies, Experience, and Project Management (including Programme) | 20% |
| Commercial | 30% | Whole life cost of the proposed Contract | Commercial Model | 100% |

**Technical (70%)**

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scores for questions will be based on the following:

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| **Descriptor**  | **Score**  | **Definition**  |
| Very good  | 100 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.  |
| Good | 70 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.  |
| Moderate | 50 | Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.  |
| Weak  | 20 | Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met. |
| Unacceptable | 0 | No response or provides a response that gives the Authority no confidence that the requirement will be met.  |

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

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| **Company Details, Policies, Experience, and Project Management (including Programme)** | **Detailed Evaluation Criteria** |
| Q120% | Please provide a brief overview of your organisation:• Structure• Areas of expertise• Recognised Industry Accreditations, e.g. ISO, BS or other industry accreditations that are relevant to the project.Please confirm you have company policies relating to the following:Essential• Health, Safety and Wellbeing• Sustainability/Environmental• Equal Opportunities/Inclusion• Modern Slavery• Social Value Preferred• ApprenticeshipsDo not return copies of certificates or policy documents. These may be requested prior to contract award.Please provide details of your company’s experience of successfully undertaking similar studies. A short case study (approx. 1 side A4) should be included to evidence your experience.Please provide details on how the project will be managed, evidencing a planned approach, identification and mitigation of key project risks and the ability to deliver high quality outputs within the required timeframes.Your reply should include an overview of the quality assurance procedures you will apply to the project.Your reply should also give an overview of how you will manage the business risks and wider project risks associated with the current Covid-19 outbreak.If you are using sub-contractors to deliver key elements of the project, please advise how they will be managed.Please provide a draft programme timetable that includes the critical path for key activities. This can be in the form of a Gantt chart or similar attached with your reply.Reply length: Max 10 sides A4 + programme diagram.\*Min score 20\* |

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| **Methodology and approach (including approach to Health, Safety, and Sustainability)** | **Detailed Evaluation Criteria** |
| Q230% | Please explain your proposed methodology for undertaking the sampling and analysis tasks required. The information to be returned should include:• How you will plan and execute the sampling and analysis work required.• Your understanding of the battery plastic waste stream, its sub-populations, and how they may affect the sampling of separated fractions.• How you will engage with stakeholders to gain access to sites and ensure that waste is present when you do.• Methods to be used for sampling that will meet the objectives of the project and will provide a statistically significant number of samples for analysis.• Ability to review results promptly, and agree and adapt approach accordingly, if additional sampling or analysis is needed to deliver the objective.• Transporting samples to laboratories considering the need to maintain integrity and prevent cross contamination.• Reporting.• Quality assurance procedures to ensure robust outputs.• Details of key subcontractors to be used and the expertise they will bring to the project.• Management of key Health and Safety risks associated with site visits, sampling, and laboratory work.• Management of the key sustainability risks associated with site visits and laboratory work.• How you will manage the risks associated with the ongoing Covid-19 outbreak in relation to local restrictions and or access sites from both a Health and Safety and project continuity perspective to minimise the risk of delays to the project. If sub-contractors are being used to deliver key elements of the project, your replies to the points above should include information relating to their processes or procedures.\*Min score 50\***Note:**There is no page limit for the reply to question Q2 but please keep your reply succinct and relevant to the information requested. A draft sampling plan is preferred and can be used as your reply to the points requested where appropriate. Any additional information requested not covered by the plan or you wish to expand upon should be answered by attaching a text document. It would be helpful to evaluators if you could indicate in your reply which points you consider the plan to answer.Do not attach process documents or manuals etc to your reply but these may be requested prior to contract award. |

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| **Laboratory Analysis** | **Detailed Evaluation Criteria** |
| Q330% | Please provide the following information on the Laboratory facilities you intend to use:• Name and site address• Laboratory accreditation (general and specific to analysis required, e.g. ISO, BS, UKAS etc.)• Laboratory selected can demonstrate relevant experience of analysis of polybrominated biphenyl ether POPs, other brominated flame retardants; relevant experience of analysing these POPs in plastic materials is essential.• Evidence that analytical methods used have undergone appropriate method development for POPs in these waste materials. This is an essential requirement and should be fully documented in the final report.• Protocol and reporting requirements for analytical data and methodology provided by all contractors / sub-contractors performing chemical analyses. At a minimum this needs to include:* For non-specific analysis, e.g. XRF: instrumental make and model, limit of detection (LOD), limit of quantification (LOQ) specific to the sample type.
* For specific analysis, e.g. GC/MS: instrument make, model and software, and configuration, chromatographic column, temperature, mobile phase composition, flow rates, gradient or isocratic separation and the detector optimisation and configuration.
* Details of certified reference standards (supplier / purity / batch number / expiry etc.), calibration range and sensitivity, LOD, LOQ, column recoveries, stability and reproducibility.
* A clear description of how LOD/LOQ will be determined in bulk samples and extracts for different types of analysis.
* Sample preparation including clean-up and concentration techniques and use of internal standards (plus justification of choice) for validation and recoveries / extraction efficiency etc.
* Identification and discussion of technical limitations, i.e. potential interferences or confounding factors due to the sample matrix.
* Statistical analysis that will be performed, including confidence limits etc.

\*Min score 50\* |

|  |  |
| --- | --- |
| **Staff Experience and Qualification** | **Detailed Evaluation Criteria** |
| Q420% | Please provide details of the key staff to be used for the project, their experience of undertaking similar work and any relevant qualifications they hold. DO NOT attach CVs to your reply. Your reply should contain a short pen portrait to evidence the relevant experience, skills and qualifications for each key member of the project team.The information provided should evidence the following skills:• Project Management• Sampling plan preparation• Waste sampling• Portable XRF Scanning• Laboratory analysis and results interpretation• Report writing• Quality assuranceA project team organisation diagram should be attached with your reply that provides a clear reporting structure.Your reply should also provide a brief explanation of how you will ensure project continuity if key staff become unavailable.The Appendix A Schedule of Rates - Project Cost worksheet will form part of the evaluation for this question to validate the skills and experience of the proposed staff and their input into the project are considered appropriate to deliver the quality of outputs required. Reply length: Max 10 sides A4 + project team diagram\*Min score 50\* |

**Commercial (30%)**

The Contract is to be awarded as staged payments with a fixed price (based on an agreed Schedule of Rates (Appendix A) as set out under Section 2: The Invitation, Pricing) which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this the Schedule of Rates template must be completed to provide a breakdown of the whole life costs against each deliverable used in the delivery of this requirement.

**Calculation Method**

The method for calculating the weighted scores is as follows:

* Commercial

Score = Lowest Quotation Price x 40% (Maximum available marks)

 Supplier’s Quotation Price

* Technical

Score = Bidder’s Total Technical Score x 60% (Maximum available marks)

 Highest Technical Score

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

**Information to be returned**

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.

Please complete and return the following information:

* + completed Commercial Response template
	+ separate response submission for each technical question (in accordance with the response instructions)
	+ completed Mandatory Requirements (Annex 1)
	+ completed Acceptance of Terms and Conditions (Annex 2)

**Award**

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via the Authority’s eMarketplace Solution messaging facility.

The successful supplier will be issued a contract award letter with a Purchase Order number for signature.

**Annex 1 Mandatory Requirements**

**Part 1 Potential Supplier Information**

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

|  |  |
| --- | --- |
| **Part 1** | **Potential supplier information** |
| **Question no.** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b)  | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Charity registration number (if applicable) |  |
| 1.1(e) | Head office DUNS number (if applicable) |  |
| 1.1(f) | Registered VAT number  |  |
| 1.1(g) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes ☐No ☐ |

**Contact details and declaration**

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Part 1** | **Contact details and declaration** |
| **Question no.**  | **Question** | **Response** |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address  |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

Part 2: Exclusion Grounds

|  |  |
| --- | --- |
| **Part 2** | **Grounds for mandatory exclusion** |
| **Question no.**  | **Question** | **Response** |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | Yes ☐No ☐ |
| 2.3(a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Part 3: Discretionary Exclusion

|  |  |
| --- | --- |
| **Section 3** | **Grounds for discretionary exclusion**  |
| **Question no.** | **Question** | **Response** |
| 3.1 | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Annex 2 CONDITIONS OF CONTRACT & Acceptance of Terms and Conditions**

**Conditions of Contract - Services**

**Ref:** ENV6005548R task 19

**Title:** Persistent Organic Pollutants in Waste Battery Plastic Project

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1. **DEFINITIONS**

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

* + 1. Agency

The Environment Agency, its successors and assigns.

* + 1. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

* + 1. The Appendix

The Appendix to these Conditions.

* + 1. The Contract

These Conditions including the Appendix, any Special Conditions, 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. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

* + 1. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

* + 1. 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. Contract Price

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

* + 1. 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 instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

* + 1. 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. 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. Data Protection Schedule

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

* + 1. 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. 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. Notice

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

1. 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;

First class post to the Contractor’s registered office. Such Notices are deemed to have been served 48 hours after posting.

* + 1. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

* + 1. The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

* + 1. Permission

Express permission given in writing before the act being permitted.

* + 1. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

* + 1. Regulations

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

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

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

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

* 1. 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.

1. **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.

1. **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.

1. **THE SERVICES**

* 1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
	2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

1. **ASSIGNMENT**

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

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

* 1. 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

1. **CONTRACT PERIOD**

The Contractor shall perform the Services within the time stated in the Appendix , subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.)

1. **PROPERTY**

* 1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

* 1. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

* 1. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

1. **MATERIALS**

* 1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency’s premises.

* 1. 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.

1. **SECURITY**

* 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 provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.
	2. This Condition shall not prejudice the Agency’s rights under Condition 15.

1. **VARIATIONS**

* 1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services 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.

* 1. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services 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.

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

* 1. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

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

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

* + 1. any Contracting Authority; or

* + 1. 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

* + 1. 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.

* 1. 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.

1. **EXTENSIONS OF TIME**

* 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:

* + 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.

* + 1. 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.

* 1. 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.

* 1. Any extension of time granted under this Condition shall not affect the Agency’s rights to terminate or determine the Contract under Conditions 13 and 14.

1. **DEFAULT**

* 1. The Contractor shall be in default if he:

* + 1. fails to perform the Contract with due skill, care, diligence and timeliness;

* + 1. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

* + 1. is in breach of the Contract.

* 1. 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.

* 1. 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, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

1. **TERMINATION**

* 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:

* + 1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

* + 1. becomes bankrupt or insolvent, or has a receiving order made against him, or makes and 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.

'Termination under the Regulations'

* 1. The Agency may terminate the Contract on written Notice to the Contractor if:

* + 1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
		2. 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

* + 1. 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.

1. **DETERMINATION**

* 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).

* 1. 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.

* 1. 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.

1. **INDEMNITY**

* 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:

* + 1. death or injury to any person;

* + 1. loss or damage to any property excluding indirect and consequential loss;

* + 1. 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.

* 1. 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.

1. **LIMIT OF CONTRACTOR’S LIABILITY**

* 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:

* + 1. the sum stated in the Appendix ;

* + 1. if no sum is stated, the Contract Price or five million pounds whichever is the greater.

1. **INSURANCE**

* 1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions . If no sum is stated, the value insured shall be £5M (five million pounds.)

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

* 1. 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.

1. **PREVENTION OF FRAUD AND CORRUPTION**

* 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.

* 1. 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.

* 1. If the Contractor or the Contractor’s staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

* + 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

* + 1. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

* 1. 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.

1. **MONITORING AND AUDIT**

* 1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency’s premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency’s premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

1. **CONTRACT PRICE**

* 1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

* 1. 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.

1. **INVOICING AND PAYMENT**

* 1. Invoices shall only be submitted for work already satisfactorily completed, and 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.

* 1. 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.

* 1. 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.

1. **INTELLECTUAL PROPERTY RIGHTS**

* 1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party’s Prior Rights are set out in the Prior Right Schedule to this contract.

* 1. All Results shall be the property of the Agency.

* 1. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

* + 1. assigns to the Agency all Resulting Rights

* + 1. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

* 1. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

* 1. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

* 1. The Contractor warrants to the Agency that the performance of the Services, the Contractor’s Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

* 1. 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 13 and 14, Termination and Determination respectively.

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

* 1. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

* 1. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

1. **WARRANTY**

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

1. **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.

1. **ENVIRONMENT, SUSTAINABILITY AND DIVERSITY**

* 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.

* 1. 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:

* + 1. comply with the provisions of the Modern Slavery Act 2015;

* + 1. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate ); and

* + 1. 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.

* 1. 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:
		1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

* + 1. advances equality of opportunity between people who share a protected characteristic and those who do not; and

* + 1. fosters good relations between people who share a protected characteristic and those who do not.

1. **PUBLICITY**

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

1. **LAW**

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

1. **WAIVER**

* 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.

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

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

1. **ENFORCEABILITY AND SURVIVORSHIP**

* 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.

* 1. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

1. **DISPUTE RESOLUTION**

* 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.

* 1. 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).

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. Any of the time limits in Conditions 30 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.

1. **GENERAL**

* 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.

* 1. 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.

1. **FREEDOM OF INFORMATION ACT**

* 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').

* 1. The Contractor agrees that:

* + 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

* + 1. 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.

* 1. 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 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.

1. **DATA PROTECTION**

* 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 (Services)**

Ref: ENV6005548R task 19

Title: Persistent Organic Pollutants in Waste Battery Plastic Project

 **Condition**

**1** **Contract Supervisor** **3**

Contact Supervisor

Address:-

Address

City

Postcode

1. **Contractor**

«Company\_Name»

Address:

«SUPPLIER\_ADDRESS»

«TOWN\_CITY»

«COUNTY»

«ZIP»

**3** **Completion** **6**

Contract Start Date «Contract\_Start\_Date»

Contract End Date 28 February 2023

**4** **Delivery** **11**

Address:-

*Insert delivery address if different to above*

**5** **Insurance**  **17**

Professional Indemnity Min. Cover £1million

Third Party Minimum Cover £1 million

Public Liability Min. Cover £1 million

**6** **Limit on Liability**  **16**

Limit on Contractors Liability £1 million

**Acceptance of Terms and Conditions**

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)