



Department
for Environment
Food & Rural Affairs

Environment Agency
Starcross Laboratory
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Starcross
Exeter
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[REDACTED]
VWR International Ltd
Hunter Boulevard,
Magna Park,
Lutterworth,
Leicestershire,
LE17 4XN

Our ref: 33547
Date: 01/09/2022

Dear [REDACTED]

Project 33547 - Contract for the supply of Laboratory Chemicals and Consumables

I am pleased to inform you that the Environment Agency hereby accepts your tender dated 28/04/2022 in respect of the above contract. The contract shall be carried out in accordance with:

- This Contract Award letter, Conditions of Contract, Appendix and Schedules.
- Our Bidder Pack dated 02/03/2022.
- Your response received dated 28/04/2022

The contract is awarded for an initial period of two (2) years, from 01/10/2022 to 30/09/2024 and may subsequently be extended for further periods subject to performance, price competitiveness and ongoing need, up to a total period of four (4) years. All extension requests and subsequent prices will be agreed in writing by both parties.

Within ten (10) Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice to:

SSCL
Environment Agency
PO BOX 797
Newport
Gwent
NP10 8FZ

Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.

This contract will be managed on behalf of the Environment Agency by [REDACTED] (Contract Manager) on telephone number [REDACTED] and email address [REDACTED]. The contract reference and title given above should be quoted on all correspondence.

The Contract will be governed by the accompanying EA Terms and Conditions for Goods as detailed in Annex 1.

Acceptance of the award of this Contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Contract must be made within seven (7) days from the date of this Award Letter and the Contract is formed on the date on which the Contractor communicates acceptance on the Agency's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely

[REDACTED]
Senior Category Officer
Defra group Commercial

[REDACTED]



**Environment
Agency**

Annex 1

Conditions of Contract Goods

Reference: 33547

Title: Provision of Laboratory Chemicals and Consumables

August 2022

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 ADR

Means the European Agreement concerning the International Carriage of Dangerous Goods by Road.

1.1.2 The Agency or the EA

The Environment Agency, its successors and assigns.

1.1.3 APHA

Means the Animal and Plant Health Agency.

1.1.4 The Appendix

The Appendix to these Conditions.

1.1.5 The Authority

The Department for Environment, Food and Rural Affairs acting as part of the Crown acting on behalf of the Environment Agency.

1.1.6 BAU

Means business as usual.

1.1.7 BS EN ISO

Means British Standard / European Standard / International Organization for Standardization.

1.1.8 Cefas

Means the Centre for Environment, Fisheries and Aquaculture Science.

1.1.9 Commodity

Means laboratory chemicals and consumables that are commonly available and interchangeable with other goods of the same type.

1.1.10 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.

1.1.11 The Contractor

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

1.1.12 Contract Term

The time period stated in the Appendix or otherwise the period provided in the Contract, for the delivery of the Goods.

1.1.13 Contract Price

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

1.1.14 Contract Manager

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 Manager, shall be taken as given by or made to the Agency.

1.1.15 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).

1.1.16 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.

1.1.17 Core List

Means the core requirements for the EA and Cefas as discussed in the Specification of Requirements and detailed within Schedule 2 Pricing.

1.1.18 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.

1.1.19 Data Protection Schedule

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

1.1.20 Delivery

Means hand over the Goods to the Customer at the address and on the date specified in the Purchase Order, which shall include unloading. Delivered and Delivery shall be construed accordingly.

1.1.21 EDI

Means Equality, Diversity and Inclusion.

1.1.22 EIR

Means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.

1.1.23 EMS

Means Environmental Management System.

1.1.24 Goods

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

1.1.25 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.

1.1.26 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.

1.1.27 ML

Means the Environment Agency’s monitoring laboratories.

1.1.28 Notice

Any written instruction or notice given to the Contractor by the Contract Manager, 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.

1.1.29 Permission

Express permission given in writing before the act being permitted.

1.1.30 Regulations

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

1.1.31 SME

Means small and medium size enterprises.

1.1.32 UK

Means the United Kingdom.

1.1.33 UKAS

Means the United Kingdom Accreditation Service.

1.1.34 VCSE

Means Voluntary, Community and Social Enterprise (sector).

1.1.35 Working Day

Means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.1.36 Working Hours

Means between 9am and 5pm on a normal Working Day.

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 MANAGER

The Contractor shall strictly comply with any instruction given by the Contract Manager 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 Manager 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 Manager.

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 Manager, with the exception of assignment within the Avantor group of companies.

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 Manager 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 Manager 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 Manager.

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 effected by the Contract Manager 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 Subject to clause 10.2, 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 Manager written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Manager, 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.

10.2 The Contractor shall use all reasonable efforts to Deliver the Goods in accordance with the Delivery lead times detailed in the Specification. Clause 10.1 shall only apply in respect of a delay in the Delivery of the Goods if the Contractor reasonably believes the delay will last for more than 14 days and explains the reasons for that belief in the written notice to the Contract Manager.

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 ten (10) Working Days 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 seven 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 7 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 Manager;

13.1.3 is in breach of the Contract.

13.2 Where in the opinion of the Contract Manager, the Contractor is in default, the Contract Manager 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 Manager 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 Manager 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.

14.4 If the Agency materially breaches any material provision of this Contract and the breach cannot be resolved to the satisfaction of both parties within a reasonable period of time the Contractor may terminate this Agreement upon written Notice to the Agency giving not less than one-hundred and eighty (180) days' notice.

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 Manager 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.

20.3 Subject to Appendix 4 and clause 9 (Variation), the Price shall apply for the Initial Contract Period or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

20.4 Subject to Appendix 2 and clause 10 (Extension of Time), the Contract may be extended by a further 2, 12-month periods up to a maximum period of 4 years, subject to satisfactory performance. The Pricing for each extension may be reviewed with a maximum potential increase of less than or equal to the change in CPI over the previous 12 months.

21. INVOICING AND PAYMENT

21.1 Invoices shall only be submitted for those Goods already delivered accompanied by such information as the Contract Manager 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 Manager.

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: 33547

Title: **Provision of Laboratory Chemicals and Consumables**

		Condition
1	Contract Manager	3
	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> NLS Environment Agency Starcross Laboratory Staplake Mount Starcross Exeter EX6 8FD	
2	Contractor	
	VWR International Ltd Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 4XN	
3	Completion	6
	Contract Start Date	01/10/2022
	Contract End Date	30/09/2024
5	Insurance	18
	Third Party Minimum Cover	£5 million
	Public Liability Min. Cover	£5 million
6	Limit on Liability	17
	Limit on Contractors Liability	£5 million

SPECIAL CONDITIONS

1 DEFINITIONS [Additional Clauses]

1.1.18 Defra Group

the Department for Environment, Food and Rural Affairs, and to its associated bodies including any agencies and non-departmental public bodies and others (the Defra Group). A full list of the Defra Group can be found at:

[Departments, agencies and public bodies - GOV.UK - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

1.1.19 BCDR Plan

has the meaning given to it in Paragraph 35.1.1 of this Schedule;

1.1.20 Business Continuity Plan

has the meaning given to it in Paragraph 35.2.2 of this Schedule;

1.1.21 Disaster Recovery Deliverables

the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

1.1.22 Disaster Recovery Plan

has the meaning given to it in Paragraph 35.2.3 of this Schedule;

1.1.23 Disaster Recovery System

the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

1.1.24 Related Supplier

any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;

1.1.25 Review Report

has the meaning given to it in Paragraph 35.1.4 of this Schedule; and

1.1.26 Supplier's Proposals

has the meaning given to it in Paragraph 35.1.4 of this Schedule;

4. THE GOODS [Additional Clause]

4.3 If the Agency so requires, the Contractor shall provide the Goods to organisations in the Defra Group on the same terms as the Contract, save that clauses 4.3 and 4.4 shall be omitted.

4.4 For the avoidance of doubt, any agreement entered into between the Contractor and an organisation in the Defra Group under clause 4.3 above shall expire no later than the expiry of the Contract Period.

35. Business Continuity and Disaster Recovery

35.1 BCDR Plan

35.1.1 At least thirty (30) Working Days prior to the first Product Delivery the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

35.1.2 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

35.1.3 the recovery of the Deliverables in the event of a Disaster

35.2 The BCDR Plan shall be divided into three sections:

35.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

35.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

35.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

35.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

General Principles of the BCDR Plan (Section 1)

35.4 Section 1 of the BCDR Plan shall:

35.4.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

35.4.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

35.4.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

35.4.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of

its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

35.4.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

35.4.6 contain a risk analysis, including:

- (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- (d) a business impact analysis of different anticipated failures or disruptions;

35.4.7 provide for documentation of processes, including business processes, and procedures;

35.4.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

35.4.9 identify the procedures for reverting to "normal service";

35.4.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

35.4.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

35.4.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

35.5 The BCDR Plan shall be designed so as to ensure that:

35.5.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

35.5.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

35.5.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

35.5.4 it details a process for the management of disaster recovery testing.

35.6 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

35.7 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in

the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

Business Continuity (Section 2)

- 35.8 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 35.8.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 35.8.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 35.9 The Business Continuity Plan shall:
- 35.9.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 35.9.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 35.9.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 35.9.4 set out the circumstances in which the Business Continuity Plan is invoked.

Disaster Recovery (Section 3)

- 35.10 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 35.11 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 35.11.1 loss of access to the Buyer or the Subcontractor Premises;
 - 35.11.2 loss of utilities to the Buyer or the Subcontractor Premises;
 - 35.11.3 loss of the Supplier's helpdesk or CAFM system;
 - 35.11.4 loss of a Subcontractor;
 - 35.11.5 loss of raw materials, equipment or other products required for the provision of the Deliverables;

- 35.11.6 emergency notification and escalation process;
- 35.11.7 contact lists;
- 35.11.8 staff training and awareness;
- 35.11.9 BCDR Plan testing;
- 35.11.10 post implementation review process;
- 35.11.11 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 35.11.12 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 35.11.13 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 35.11.14 testing and management arrangements.

Review and changing the BCDR Plan

35.12 The Supplier shall review the BCDR Plan:

- 35.12.1 on a regular basis and as a minimum once every six (6) Months;
 - 35.12.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraphs 35.17, 35.18, 35.19, 35.20, 35.21 and 35.22; and
 - 35.12.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 35.12.1 and 35.12.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 35.13 Each review of the BCDR Plan pursuant to Paragraph 35.12 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

- 35.14 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 35.15 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 35.16 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

Testing the BCDR Plan

- 35.17 The Supplier shall test the BCDR Plan:
- 35.17.1 regularly and in any event not less than once in every Contract Year;
 - 35.17.2 in the event of any major reconfiguration of the Deliverables
 - 35.17.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 35.18 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 35.19 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 35.20 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 35.21 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 35.21.1 the outcome of the test;
 - 35.21.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 35.21.3 the Supplier's proposals for remedying any such failures.

35.22 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

Invoking the BCDR Plan

35.23 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

Circumstances beyond your control

35.24 The Supplier shall not be entitled to relief under Clause 35.24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

SCHEDULE 1 - SPECIFICATION OF REQUIREMENTS

This section sets out the Authority's requirements.

1. Background

This Contract is primarily intended to meet the needs of the Environment Agency (EA) and the Centre for Environment, Fisheries and Aquaculture Science (Cefas). The terms of this Contract will allow for the Department of the Environment, Food and Rural Affairs, and its associated bodies including any Agencies and non-departmental public bodies to access the Goods at the agreed preferential rates and terms.

A full list can be found at;

[Departments, agencies and public bodies - GOV.UK - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/departments)

It is anticipated that the Animal and Plant Health Agency (APHA) may onboard / access the Contract during the term of the Contract.

Environment Agency (EA)

The EA Monitoring Laboratories (ML) provide a chemical and microbiological analytical service for the EA. The EA has four analytical laboratory sites, one (1) in Leeds, two (2) near Exeter, Devon and a further smaller site near Huntingdon, Cambridgeshire specialising in Fisheries Science. Each specialise in different areas of environmental analysis which includes the recent addition of the analysis of SARs 2 COVID in wastewaters. These laboratories analyse over 400,000 samples per year, producing more than 3 million results.

The EA also provides its analytical services to commercial organisations and is expected to provide excellent value for money. Consequently, the EA has the same expectation of all its Contractors.

The EA believes strongly in the concepts of sustainability and stewardship and manage activities in line with the ideals involved. The EA expects to find a similar level of commitment to the future in all its Contractors.

Centre for Environment, Fisheries and Aquaculture Science (Cefas)

The Centre for Environment, Fisheries and Aquaculture Science (Cefas) is a world leader in marine science and technology, providing innovative solutions for the aquatic environment, biodiversity and food security. Cefas are the UK's most diverse centre for applied marine and freshwater science and research, covering an unrivalled breadth of specialist areas to provide a fully integrated, multi-disciplinary approach. The customer base is diverse, including the UK government and UK Overseas Territories, international governments, public and private sector organisations. Cefas are an Executive Agency of Defra. For more information about Cefas visit;

www.cefas.co.uk.

2. Overview

- 2.1 Under this Contract, the Authority has appointed one (1) single Contractor to provide the Authority's Commodity laboratory chemicals and consumables, including, but not limited to, the products listed in Table One (1) below:

Table One (1)

Sample containers
Glassware
Plastic consumables
Laboratory chemicals and reagents
Life science consumables and reagents
Chromatography consumables
Specific manufacturer produced items (replacement parts and consumables)
Filtration consumables

It is expected that the Contractor will act as a managed service provider, in that they will manage the relationships and sub-contracting arrangements with their second-tier providers.

- 2.2 The Contract will be awarded for an initial period of two (2) years and may subsequently be extended for further periods subject to performance, price competitiveness and ongoing need, up to a total period of four (4) years.
- 2.3 The Contract for laboratory chemicals and consumables will centre primarily on a Core List of higher use and/or higher cost items for the EA and Cefas. This core list will be comprised of those items which the Authority consider to be key items based on purchase history.
- 2.4 The content of the Core List is described in the _ Core List Pricing. The Core list details those items required for supply to the EA and Cefas.
- The EA Core List describes approximately 15-20% of the total number of different items typically purchased and 60% of the EA's annual spend.
 - The Cefas Core List describes approximately 30% of the total number of different items typically purchased and 50% of Cefas's annual spend.

The Authority cannot guarantee a minimum or maximum annual order volume.

- 2.5 The projected spend under this Contract is estimated to be as detailed in Table Two (2) below; the Authority cannot guarantee a minimum or maximum annual spend.

Table Two (2)

Contract Year	EA Spend BAU	EA Covid 19 Spend	Cefas Spend	Other Spend
2022/2023	£1,250,000	£2,800,000	£300,000	£2,800,000
2023/2024	£1,650,000	£2,800,000	£300,000	£2,800,000
2024/2025	£2,050,000	£2,800,000	£300,000	£2,800,000
2025/2026	£2,500,000	£2,800,000	£300,000	£2,800,000
Total	£7,450,000	£11,200,000	£1,200,000	£11,200,000
Grand Total	£31,050,000			

EA Business as Usual (BAU) Projected Spend

- 2.6 BAU includes all Commodity laboratory chemicals and consumables that relate to EA's activities and excludes speciality chemicals and consumables required for the Covid-19 wastewater testing.
- 2.7 The BAU spend is forecast to increase over the life of this Contract due to the post Brexit requirement to access the natural environment in England under the National Capital Environmental Assessment Project (NCEAP).

EA Covid-19 Projected Spend

- 2.8 During 2020 the EA began to analyse wastewater for the Covid-19 virus. A new laboratory facility was created to undertake this work on behalf of DEFRA and the Joint Biosecurity Centre. As the Covid-19 pandemic eases this analysis has now been postponed but will remain part of the EA's testing portfolio should the need arise again in future.

Cefas Projected Spend

- 2.9 Cefas expect their spend to remain constant for all their requirements for Commodity chemicals and consumables during the life of the Contract.

Other Projected Spend

- 2.10 It is anticipated that APHA may onboard / access the Contract during the term of the Contract and the figures are an estimate of the maximum projected Contract spend. The Contractor will be expected to support the implementation and utilisation of this Contract by APHA users if required.

3. Scope of Requirements

- 3.1 The Authority will require the Contractor to supply all of the Goods detailed in the Core Lists.

- 3.2 The Authority will require the Contractor to offer and evidence their range of other non-core products associated with and in common with the types of products detailed in the Core List. These items will be required in smaller quantities or may be of lower value than those items in the Core List but are equally important in allowing the laboratories to undertake their activities.
- 3.3 The Contractor must be able to manage 'standing orders' for regular deliveries of high use items. Changes to the volume, frequency and/or cancellation of the standing orders must be able to be made within five (5) Working Days of any notification from the Customer.
- 3.4 The Contractor will have a clear and coherent strategy for the pricing of non-core items that will ensure continuing value for money (e.g., discount off list price). In all cases, prices will be the same as or less than those that the Contractor offers to any other public sector organisation.

The Authority reserves the right to benchmark prices with other public sector organisations.

- 3.5 When requested, the Contractor will quote for and source any new chemicals and consumables from other suppliers or manufacturers and make these Goods available for purchase under this Contract. Quotations will be provided within five (5) Working Days of this being requested by the Customer, with the Goods being available to purchase on the Contractors systems within two (2) Working Days of the Customer's acceptance of the quotation.

The Authority reserves the right to purchase these Goods from a different supplier if the Contractor cannot provide them at an acceptable or competitive price.

- 3.6 The Contractor will hold be capable of holding stock within the UK for the Customers key / critical Goods. These Goods will be dependent on the successful Contractor's supply chain and will be agreed during the implementation period.
- 3.7 The Contractor will have a stock management system, which includes the ability to identify re-order points and issue Customer notifications.

4. Core List Product Specifications

4.1 Manufacturer Specific Products

Certain items shown in the Core Lists for EA and Cefas are used in UKAS accredited, performance tested methodologies compliant with ISO 17025. Where a product is used in an accredited methodology it may be judged by EA and Cefas to be critical to the ongoing performance and control of that methodology.

Where replacement of that product with one from another manufacturer is an unacceptable risk to the performance of the method, the Contractor must be capable of providing the Authority with that specific product from the stated manufacturer.

The Authority reserves the right to purchase these Goods from a different supplier if the Contractor cannot provide these specific products.

4.2 In addition to the information provided in the Core Lists, the following information must be taken into account;

- A technical specification must be available, on request, for all Goods supplied.
- All Goods supplied shall be of an equivalent quality to those currently used as detailed in the Core Lists.
- Certain analytical procedures used by both the EA and Cefas require a specific quality of product. The Authority reserves the right to require the Contractor to provide an alternative product should that offered originally be judged unsuitable at the price tendered.
- The quality of Goods shall be consistent between batches (quality control certificates of analysis and conformity may be required).
- Many of the Goods will be used in the EA and Cefas in the analysis of environmental samples and as such should be free of any contaminant and of a suitable quality for this purpose.

Where the Contractor offers an alternative product to those that are identified in the Core List as non-manufacturer specific, as used by the EA or Cefas, the Authority reserves the right to refuse the product if it is deemed unsuitable following quality testing and to instruct the Contractor to provide a suitable alternative to the original product at the price tendered.

Following Contract Award the Authority will review the alternative products offered and confirm whether further quality testing will be required to confirm suitability. Those items that require further quality testing would be discussed with the Contractor and suitable testing methodology and timescales agreed. While the testing is in progress the Contractor will supply the item originally detailed in the Core List.

Samples of alternatively offered products should be available at no cost to the Authority in order to undertake the appropriate quality testing.

4.3 Sample Containers

Sample containers will be used for the storage and transport of environmental samples.

Where these Goods are described as being sterile by gamma irradiation, they must be supplied with proof of their irradiation evident on each box, in the form of a batch number or an acceptable alternative method of identification.

For items on lines 1,2,3,4,5,6,7,8,9,11,12 and 13 of the EA Core List, the overall dimensions of the sample containers offered must be within five (5)% of the existing dimensions as stated in column E, to ensure compliance with EA's existing storage and transport facilities.

Items on lines 8 and 9 of the EA Core list must be supplied with a means of proving that the container has not been opened since it was irradiated (e.g., security seal or equivalent means), any damage will result in the Goods being rejected.

4.4 Chemicals, Solvents and Reagents

Many of the chemicals, solvents and reagents for both EA and Cefas will be used in trace-level environmental analysis (using both classical and modern instrumental techniques), in sample preparation and in the cleaning of laboratory apparatus. The chemicals and reagents used are typically split into the following quality categories:

- General purpose or laboratory grade.
- Analytical grade, which shall comply with ISO 6353/2-1983 as a minimum.
- Pure grade, which requires low levels of contaminants or is used for sensitive analytical procedures.
- Ultra-pure grade, which allows increased sensitivity and reproducibility in low level analysis.
- Molecular Biology Grade for use in Life Science applications.

Where appropriate, the intended use for a chemical or solvent is specified in the Core Lists. This should be taken as an indication of the product's required level of purity or specificity. Any product offered must be suitable for the trace analysis of environmental samples, for the indicated use.

The Contractor must also be capable of readily supplying a range of other chemical products not specifically mentioned in the Core Lists. These other products shall include but are not limited to; general laboratory reagents, acids, alkalis, ready prepared volumetric solutions, calibration solutions, chemicals produced specifically for certain types of environmental analysis and organic solvents.

4.5 Laboratory Glassware and general Laboratory Consumables

Laboratory glassware e.g., beakers, flasks, bottles etc. must be heat resistant

and capable of being cleaned in industrial washing machines.

Volumetric glassware must be manufactured to the tolerances specified in the following British Standards; BS604, BS5404, BS700, BS1583, BS846, BS1792.

Wherever practicable the glassware provided should be capable of being recycled once items are no longer required.

The Contractor must also be capable of readily supplying a range of other products, within the scope of 'General Laboratory Consumables' but not specifically mentioned in the Core List. These other products shall include but are not limited to; glass and plastic beakers, volumetric flasks, plastic and glass reagent bottles, weighing boats, syringe filters, paper filter circles, tissues and paper wipes, other sized pump tubes, pipette tips and test tubes similar to those specified in the Core List.

4.6 Life Science Products

The Authority's organisations carry out life science related analyses involving Polymerase Chain Reaction and DNA sequencing and identification. The Authority expects the Contractor to offer a wide range of products specific to this area of work.

Typical product lines shall include but are not limited to molecular grade reagents, master mixes, nucleic acid extraction kits, molecular biology plastic ware e.g., PCR plates, filtered pipette tips, microcentrifuge tubes etc.

5. Non-Core Product Specification

- 5.1 It is desirable that the Contractor should also be capable of sourcing and providing the following types of products as part of the Contract, with higher scores being awarded to those Contractors who are able to meet this requirement.

Bespoke Standard Solutions

These solutions consist of bespoke concentration mixes of environmental contaminants. They are used as calibration standards and quality checks for analytical tests. The majority of the solutions are used for 'Organic' environmental analysis and will contain organic pollutants such as polyaromatic-hydrocarbons, organochlorine pesticides, organophosphorus pesticides, and other similar materials. All the above solutions must be prepared to ISO Guide 34 standards.

Prepared Sample Containers

As part of the EA's service to clients, the ML provides various sample containers that include preservative chemicals, which maintain the stability of the contents after sampling. While the EA currently prepare most of these

containers 'in house' the EA will discuss with the Contractor the requirement to prepare these containers to include both the necessary preservatives and to be suitably labelled to comply with current health and safety standards for the labelling of hazardous substances. The containers will also have to be supplied with appropriate safety information (Manufacturers Safety Data Sheet). Once prepared the sample containers will need to be delivered to an EA site or direct to the Authority's clients.

6. Delivery

6.1 Delivery to Laboratory Sites:

The Contractor must be capable of delivering to the following Laboratory sites with the minimum number of scheduled deliveries per week listed in Table Two (2)

Table Three (3)

Site Name	Site Address	Number of scheduled deliveries per week
ML Starcross Laboratory	Staplake Mount Starcross Exeter Devon EX6 8FD	2
ML Leeds Laboratory	Olympia House Gelder Lane Gelder Road Leeds LS12 6DD	2
CEFAS Lowestoft Laboratory	Pakefield Road Lowestoft Suffolk NR33 0HT	2
CEFAS Weymouth Laboratory*	The Nothe Barrack Road Weymouth Dorset DT4 8UB	2

*Please note access to the Weymouth Laboratory is restricted due to narrow roads and low entrances, there will be an opportunity for the successful Contractor to visit the site to assess the access requirements.

Delivery of Goods as part of scheduled deliveries must include all costs associated with the supply and Delivery of the Goods and include any other additional costs including but not limited to dry ice, duties and tariffs.

Wherever possible, Delivery to customer sites should be included as part of a multiple site Delivery round which includes Delivery to other customers'

premises.

The Contractor shall use Delivery vehicles which have been designed to minimise their environmental impact.

All Deliveries must follow the site instructions and only be loaded and unloaded in the areas designated for this purpose. Any spills or leaks that happen on the Authority's sites must be reported to the Site Manager as soon as it is safe to do so.

The Contractor must also have in place a Delivery service capable of responding to orders for emergency supplies and, providing the Goods are in stock, Delivery shall be made within twenty-four (24) hours of the purchase order being placed by the Customer.

The Contractor will be expected to Deliver items listed on the Core Lists within three (3) Working Days of a purchase order being placed, to any location within mainland England and Wales.

The Contractor will be expected to provide Deliveries of non-core items within seven (7) Working Days of a purchase order being placed.

Any exceptions to the Delivery timescales described above will be notified to the Customer within twenty-four (24) hours of receipt of the purchase order and prior to the expected Delivery date.

Each Delivery must be accompanied by an electronic 'Goods Delivered' note, which must contain at a minimum:

- Purchase order number
- Description of the Goods
- Catalogue number
- Quantity Delivered.

A copy of the Goods Delivered note must be emailed to the person who ordered the Goods.

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

6.2 Other Deliveries

The EA/Cefas may choose to have some Goods Delivered direct to their customers addresses across mainland England at the agreed Contract pricing. Deliveries must be made within seven (7) days of the purchase order being received by the Contractor.

Other EA sites may also purchase Core and Non-Core items. The Deliveries to

these customers are not expected to be part of the scheduled Laboratory Deliveries but must be made within seven (7) days of the purchase order being received by the Contractor.

6.3 Recycling Collection

The EA will discuss with the Contractor the potential for a collection service for those Goods which are able to be recycled. For example, but not limited to, plastic bottles, plastic pipette tips, plastic test tubes and glass bottles.

Where the collection includes recycled materials for onward processing, a collection receipt must be given to the site when the collection is made to facilitate traceability of materials collected.

7. Customer Service

7.1 Ordering

Laboratory Ordering – EA ML

It is essential that the Contractor has an internet-based catalogue site which is capable of displaying the following for both Core and Non-Core Goods:

- A full description of the Goods (including Manufacturer).
- Agreed Contract prices.
- Current stock levels.
- Delivery lead time.
- Visibility of outstanding orders.

Individual 'login' accounts must be available for all the EA's requisitioners and must be capable of accepting 'orders' for any Goods that are available in the Core and Non-Core catalogue .

Requisitioners will place a request for products using the website/portal, providing a purchase order number which the Contractor can use when invoicing for the goods requested. Requisitioners will be able to

- Select the required Delivery address / department.
- Receive confirmation of the order, including Delivery date(s).

Environment Agency - Non-ML Ordering

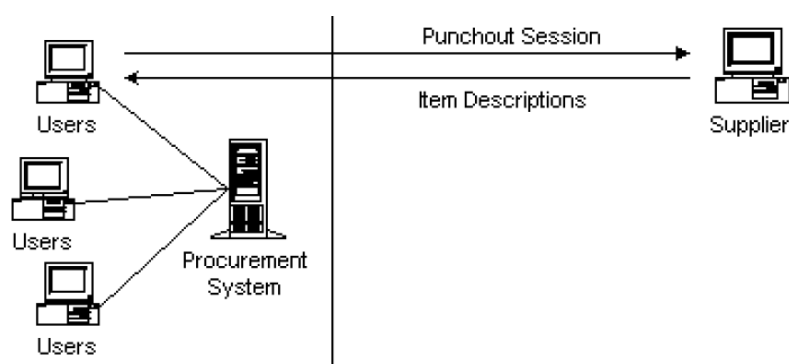
The Contract will also be open for use by non-ML staff throughout the EA. Non-ML users may place orders by telephone and provide payment using a credit card (Government Procurement Card). A copy of the VAT invoice for the any credit card transaction will required by the purchaser.

The Contractor must have the capability to accept orders and payments using

these methods.

Laboratory Ordering - Cefas

The successful Contractor must have a live, interactive internet-based catalogue that can work with Cefas Management Information System (Agresso milestone 7) to provide a procurement punch-out system which permits the customer to view the catalogue, add to basket and generate a requisition that will be approved internally, resulting in the issuing of an electronic purchase order to the Contractor.



7.2 e-Marketplace

The Authority may implement the use of an e-Marketplace system to host and manage catalogue content during the Contract term and as such the Contractor will be required to register and maintain a catalogue on this portal (see details below).

The e-Marketplace system will enable the creation and transmission of purchase orders and invoices electronically. The Contractor shall register on the Authority's e-Marketplace system, when invited, to transact with the Authority. The Contractor registration and catalogue management will be delivered and maintained without any additional charges to the Authority.

The Contractor may integrate their own finance systems with the Authority's e-Marketplace system for the purposes of receiving purchase orders and submitting invoices. Where the Contractor integrates with the Authority's e-Marketplace system all costs relating to this integration and the maintenance of this integration during the term will not be chargeable to the Authority.

The Contractor shall receive all purchase orders from the Authority via e-Marketplace system unless alternative ordering mechanisms are specifically agreed.

The Contractor shall submit all invoices relating to purchase orders via the e-Marketplace system. Where no back-office integration is present, the Contractor must use the e-Marketplace Supplier Portal to submit

invoices. All invoices submitted via the e-Marketplace system will be considered valid, except where:

- additional lines have been added to the invoice which are not on the purchase order;
- invoice line descriptions have been significantly altered so as that they do not reflect the original purchase order line;
- prices and/or quantities have been increased without prior agreement from the Authority.

7.3 Invoicing

At the end of each calendar month (unless the Contractor has integrated their own finance systems with the Authority's E-Marketplace) a consolidated VAT invoice for that month should be raised by the Contractor against each of the purchase orders and emailed to the relevant department.

A copy of each invoice will need to be sent to the organisation addresses as listed below, in PDF format;

Shared Service-Connected Limited (SSCL) Environment Agency:
APinvoices-ENV-U@gov.sscl.com

Accounts Payable Cefas:
finance@cefas.co.uk

7.4 Purchase Assistance

The Contractor must have in place a 'Help Desk' with a single dedicated telephone contact number and/or web chat facility to aid users with any requests and to assist users in purchasing items; e.g., providing information when requested on pricing, available stock, delivery dates and times, etc. This service must be available during Working Hours on Working Days.

7.5 Complaints

The Contractor must have in place a documented procedure for handling complaints with a prescribed escalation route if problems are not solved to the satisfaction of EA or Cefas. All instances of complaints must be recorded, and a copy of this record provided to the Contract users, Contract Manager on request.

8. Accreditation

8.1 The Contractor's quality assurance system must be certified to BS EN ISO 9001:2015 or equivalent and maintained throughout the Contract Term.

The Authority has an EMS that is certified to ISO14001:2015 standards which incorporates procurement and supply chain activities. As part of the EMS, the Authority take a full lifecycle approach to the identification and management of significant environmental risks and opportunities.

The Contractor is required to have a management system aligned or certified to ISO14001 accreditation (or equivalent) and adopt a similar approach to the lifecycle identification, assessment and management of environmental risks and opportunities associated with the delivery of this Contract.

9. Health and Safety

9.1 Vehicles

All Deliveries of hazardous Goods must be carried out in compliance with ADR Legislation and all other relevant legislation.

Additionally, drivers must have received appropriate training in line with the ADR regulations and records of this training should be available for inspection by the Authority, when requested.

Where required, vehicles must be equipped with appropriate lifting and handling equipment to remove goods safely from the vehicle. In particular, palletised goods should only be delivered on vehicles equipped with a tail-lift or similar equipment.

Handling equipment will not be made available for the Contractor to use by any of the EA or Cefas sites. The Contractors drivers must be trained in the safe use of any handling equipment they use.

This paragraph (9.1) will apply equally to any sub-contractors used by the Contractor to deliver Goods to any of the Authority's sites.

9.2 Site Activity

When on the Customers sites, the Contractor's Delivery drivers must comply with all local Health and Safety and Security procedures.

Risk assessments for Deliveries to Customer sites shall be completed during the implementation period and copies provided to the Customer prior to the start of regular Deliveries.

9.3 Safety Data Information

All chemicals, solvents, reagents and formulations must have available a Material Safety Data Sheet. This information must be readily available to the Authority in an electronic format and ideally via the Contractor's website.

10. Sustainability

10.1 Introduction

The Authority is reducing its environmental impact both in its direct operations and through its supply chain in the goods, works and services that others provide on its behalf. The Authority are committed to improving the total environmental impact.

The Contractor must be fully compliant with all relevant environmental legislation at all times throughout the life of this Contract, which includes any amendments to existing legislation or any new legislation that may come into force.

10.2 Modern Slavery

The Contractor will be required to complete the Modern Slavery Assessment Tool (MSAT) within eight (8) weeks of Contract Award.

[Modern Slavery Assessment Tool - Supplier Registration Service \(cabinetoffice.gov.uk\)](https://www.cabinetoffice.gov.uk/modern-slavery-assessment-tool-supplier-registration-service)

The recommendations produced from this will need to be implemented by the Contractor and the score given improved over the duration of this Contract.

The Contractor will be required to complete the Modern Slavery Risk Assessment Tool on an annual basis throughout the Contract term.

10.3 Transparency in Supply Chain

The Contractor will be required to produce supply chain maps for each Customer's top ten (10) products by volume.

The top five (5) supply chain maps should be provided within one (1) year of Contract award, with the remainder being provided within two (2) years of Contract award.

Should the Contract be extended (as detailed in Paragraph 2), the Contractor will be required to produce supply chain maps for a further five (5) products in each additional Contract year.

Participating in this analysis will enable the Contractor and the Authority to understand any supply chain risks and enable the development of action plans to reduce any risks.

10.4 Visibility of Supply Chain Spend

In addition to any other management information requirements set out in the Contract, the Contractor agrees and acknowledges that it shall, at no charge,

provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Customer which incorporates the data described in the Supply Chain Information Report Template which is:

- the total contract revenue received directly on the Contract;
- the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- the total value of sub-contracted revenues to SMEs and VCSEs.

The SME Management Information Reports shall be provided by the Contractor in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Customer from time to time. The Contractor agrees that it shall use the Supply Chain Information Report Template and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Customer issuing a replacement version. The Customer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

The Contractor further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Customer.

[Procurement Policy Note 01/18: Supply Chain Visibility - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/404242/Procurement_Policy_Note_0118_Supply_Chain_Visibility.pdf)

10.5 Supply Chain Sustainability and Resilience

The Contractor is required to inform the Authority of any sustainability and resilience risks that exist with the supply, manufacture and delivery (from sourcing of materials to end of life) of the products under this Contract which may affect its cost, availability, delivery times and ongoing use within five (5) Working Days of the risk being identified.

Risks to be considered include but are not limited to;

- the impact of extreme weather events
- new or proposed legislation
- material scarcity issues
- reputational impact
- impacts in the supply chain that do not meet the sustainability standards and objectives outlined this schedule.

In addition to this, the Contractor must ensure that they:

- Consider and reduce the environmental impacts of the Goods over the whole lifecycle to take into account the impacts outside of their direct operation including; design, raw materials, manufacture and use including end of life disposal;
- Achieve continuous improvement in sustainability and resilience in the supply chain visibility;
- Provide technical support to assist with the selection of the best practical environmental options;
- Communicate the Authority's sustainability requirements throughout their supply chain, partners and wider organisation.
- Share, communicate and promote best practice, lessons learned and new innovations with the Authority in all areas that are relevant to this Contract.

The Authority will be permitted to carry out annual sustainability audits in relation to the products and services provided in this Contract. These audits will include but are not limited to compliance with environmental legislation and the sustainability requirements.

10.6 Waste

Chemicals

Wherever possible the chemicals, reagents and formulations supplied to us must be produced using techniques compliant with the philosophy of Best Practicable Environmental Option (BPEO) and Best Available Technology Not Entailing Excessive Cost (BATNEEC).

Packaging

The Contractor must ensure that they are fully compliant with the Producer Responsibility Obligations (Packaging and waste) (Amendment) Regulations 2010.

The Contractor must minimise packaging and waste from the Delivery process. Where packaging is used, the Contractor will provide a collection facility to reclaim and recycle the packaging as defined in the regulations. Where reclamation is not possible the packaging should be widely recyclable. Packaging should be suitably sized to fit the Good(s) Delivered.

The Contractor will work towards the elimination of all non-widely recyclable packaging within the initial Contract Term.

Plastic

The Authority is continually investigating ways to reduce plastic use and will require the Contractor to support this initiative.

The Contractor will work towards the elimination of all single use plastic packaging during the Contract term and where possible the polymers used should be free from modifiers and additives which may prevent recycling.

11. Contract Management

11.1 Management Information

- 11.1 The Contractor will provide a monthly report for each Customer organisation to each Customer's Contract Manager, which must include the following information about their organisation's purchases.

A list of all the goods invoiced and their cost, for each of the laboratory sites, which will be able to be reviewed by cost centre, core Goods and non-core Goods.

This report must be emailed within five (5) Working Days of the previous calendar month end.

- 11.2 The Contractor shall provide a quarterly report for each Customer organisation to each Customer's Contract Manager for discussion at the quarterly review meeting, which must include the following information.

- Compliance to agreed delivery timescales over the previous quarter.
- Data on response times to customer queries and requests for new products.
- Recommendations for inclusion/exclusion of items in the Core List.
- A list of any complaints and solutions received in the past quarter.
- A list of all items purchased and their volumes for the previous twelve (12) month period.

This report must be emailed within ten (10) Working Days of the end of the previous calendar quarter.

- 11.3 The Contractor shall provide an annual report for each Customer organisation to each Customer's Contract Manager for discussion at the annual review meeting, which must include the following information:

- A list of all items purchased for the previous twelve (12) months.
- Carbon reduction plans and progress.
- Annual Modern Slavery Assessment Tool completion and improvements.
- Supply chain mapping and visibility of supply chain spend.

This report must be emailed within one (1) month of the end of the Contract year.

12. Governance and Contract Management

- 12.1 Each Customer will manage their purchases under the Contract resulting from this Procurement on behalf of the Authority. Each Contract user will each appoint a:

Contract Manager (CM)

The Contractor will appoint a corresponding Service Manager (SM) and Deputy Service Manager (DSM).

The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 2, Appendix 3 – Specification of Requirements and the Contractor shall assist in this process by providing access to the Contractor's records as required.

- 12.2 Quarterly meetings will be held with the Contractor, principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues. A Defra Group Commercial (DGC) representative, with responsibility for procurement on behalf of the Authority, may be present at contract review meetings.
- 12.3 The Contractor will be required to provide assurance of steps taken to address any non-compliance highlighted to demonstrate performance against KPIs at Annex C.
- 12.4 In the event of any problems affecting supply, the Contractor's Service or Deputy Service Manager must be available for either a face to face or teleconference within two (2) Working Days of the problem arising.
- 12.5 The Authority shall have the right to audit any of the results presented in the monthly Performance Management Report at any time.
- 12.6 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic, financial and government priorities. The risk, issues and actions register will be reviewed.
- 12.7 The Contractor will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 12.8 Contract review meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 12.9 Contract review meetings will be minuted with secretariat support and actions provided by the Authority, with agreed dates for completion. The Contractor will maintain a joint register of risks, issues and actions.
- 12.10 The CM should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Authority's contract records.
- 12.11 Table four (4) gives the purpose of each of these meetings and the required attendees.

Table Four (4) – Contract Management Meeting Schedule

Meeting	Attendance	Content
Specific Issues, ad hoc Face-to-face / Telecon	<p>The Customer:</p> <ul style="list-style-type: none"> • CM <p>The Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM <p>Any other Authority or Contractor staff needed to progress the issue.</p>	<ul style="list-style-type: none"> • Urgent issues • Specific technical or contractual issues requiring detailed discussion
Inception Meeting Face-to-face	<p>The Authority:</p> <ul style="list-style-type: none"> • CM (Chair) • Any other Business area representative • Secretariat support • DGC representative (<i>if required</i>) <p>The Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM 	<ul style="list-style-type: none"> • Confirm appointments and contact details • Confirm contract requirements • Review Performance Management requirements.
Quarterly Contract Review Meeting	<p>The Customer:</p> <ul style="list-style-type: none"> • CM (Chair) • Any other Business area representative • Secretariat support • DGC representative (<i>if required</i>) <p>The Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM 	<ul style="list-style-type: none"> • Current and Outstanding Operational issues • Excess packaging reporting and resolution • Supply chain visibility • Performance in previous period, including detailed review of KPIs • Risks and issues log • Review of Action Log • Specific service issues • Business Update • Any issues from Provider • Financial update • HSE • Review of Core List Products
Annual Review Meeting	<p>The Customer / Authority:</p> <ul style="list-style-type: none"> • CM (Chair) • Any other Business area representative • Secretariat support • DGC representative (<i>if required</i>) <p>The Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM • Any other representative that the Provider feels relevant from within their organisation 	<ul style="list-style-type: none"> • Annual Review against KPIs, including Service Credits • Risks and issues log • Review of Action Log • Specific service issues (including any escalated issues) • Financial update • Strategic Overview (including any policy updates) • Carbon Reduction Plan performance • Annual Modern Slavery Reporting review and plans for future • Supply Chain mapping and visibility of supply chain spend. • HSE

13. Performance Management Framework (including Key Performance Indicators and Service Credits)

- 13.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.
- 13.2 The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.
- 13.3 Key Performance Indicators (KPIs) are essential in order to align contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels
- 13.4 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 13.5 The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.
- 13.6 The KPIs for this Contract are set out at Annex C.

Service Credit Principles

- 13.7 The use of service credits is governed by the following principles:
- 13.8 Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
- 13.9 The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.
- KPIs with a service credit rating of 1 will have a service credit of 2% of the invoice amount applied for each KPI failure.
 - The maximum annual service credit to be applied will be no more than 5% of the total annual contract value.

- 13.10 The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
- 13.11 Service credits claimed shall be paid to the Customer as a credit note within one (1) month following the date at which the service credits were applied.
- 13.12 The full agreed service credit regime will operate from the Agreement start date until the end of the Contract. The KPIs may be adjusted to ensure that they are appropriate and achievable

Annex C – Key Performance Indicators (KPI's)

KPI	Description	Measure	KPI Target	Source(s)	Service Credit Rating	To Be Published on Gov.uk
Goods Delivery	Delivery of Goods to specified timescales and quality	Percentage of goods within defined time and of the required quality	For Goods on the Core List within three (3) Working Days 80% For Goods not on the Core List within seven (7) Working Days 95% 98% of Goods are accepted as being of suitable quality.	Contractor	1	Yes
Customer Service	Response time to queries	Percentage response within defined time period	95% response to query within one (1) Working Day from query receipt	Contractor	1	Yes
New Goods	Response to request for quotations and sourcing of new goods	Percentage response within defined time period	Quotations received within five (5) Working Days of request with Goods available to buy within two (2) Working Days of Customer acceptance – 95%	Contractor	N/A	No
Provision of Performance/ Management Information	Provision of Management Information	Provision of information within defined time period	Monthly – five (5) Working Days from end of previous month Quarterly – ten (10) Working Days from end of previous quarter Annually – one (1) month from the end of the Contract year.	Contractor	N/A	Yes

Carbon Reduction	Contractor is required to supply the Authority with a baseline carbon figure.	Annual reduction in carbon emissions	Annual reporting to demonstrate (% to be confirmed) an annual reduction of carbon emissions.	Contractor and Carbon Reduction Plan	N/A	No
Modern Slavery	Recommendations from the Modern Slavery Assessment Tool (MSAT) must be acted on and the score improved.	Evidence provided that actions from initial MSAT have been implemented.	Evidence of continuous improvement in the MSAT score.	Contractor and MSAT score	N/A	No
Waste Packaging	The Contractor will work towards the elimination of all non-widely recyclable packaging within the initial Contract Term.	Amount of non-widely recyclable packaging Amount of single use plastic packaging	Evidence of reduction and elimination of single use plastic packaging over full term of the contract (% to be confirmed).	Contractor	N/A	No
Supply chain Transparency and Resilience	The Contractor is required to improve their knowledge of their supply chain throughout the life of the Contract.	Visibility of the supply chain	<ul style="list-style-type: none"> Supply chain maps should be provided for the top five (5) products within one (1) year of Contract award, a further five (5) being provided for each following Contract year. Action plans developed and implemented to reduce any identified supply chain risks. Annual reporting on Visibility of Supply Chain Spend 	Contractor	N/A	No

SCHEDULE 2 - PRICING

The following Core List pricing shall apply for the provision of Laboratory Chemicals and Consumables.

All prices are exclusive of VAT

All prices are in £ sterling.

All prices include all costs associated with Delivery including but not limited to, dry ice and duties and tariffs.

Pricing will remain fixed for the initial Contract period (01/10/2022 to 30/09/2024).

At the end of the initial Contract period, if the Authority requires a Contract Extension / Variation a price review may be requested by the Contractor, and any increase would be less than / equal to the UK CPI at that time, but no higher than three (3)%.

EA Core List Pricing

	Description / Specification	UoM	Part Number	Price / pack (£)
1	Bottle, narrow mouth, Round, Polypropylene, Capacity: 125 ml, Translucent, with screw caps, Thread: 24 mm, Ø ext.: 50 mm, Height: 101 mm, Neck I-Ø: 18 mm	12		
2	Bottle, narrow mouth, Round, Polypropylene, Capacity: 250 ml, Translucent, with screw caps, Thread: 24 mm, Ø ext.: 61 mm, Height: 133 mm, Neck I-Ø: 18 mm	12		
3	Bottle, narrow mouth, Round, Food grade Polyethyleneterephthalate, Capacity: 250 ml, with white 28mm PE screw cap (loose), Clear	200		
4	Bottle, narrow mouth, Round, Food grade Polyethyleneterephthalate, Capacity: 500 ml, with white 28mm PE screw cap (loose), Clear	100		
5	Bottle, narrow mouth, Round, Food grade Polyethyleneterephthalate, Capacity: 1000 ml, with white 28mm PE screw cap (loose), Clear	60		
6	Bottle, narrow mouth, Round, Food grade Polyethyleneterephthalate, Capacity: 2000 ml, with white 28mm PE screw cap, , Clear	20		
7	Bottle, narrow mouth, Round, Food grade Polyethyleneterephthalate, Capacity: 1000 ml, with white 28mm PE screw cap (loose), GREEN	60		
8	Bottle, Square, Sterile, Food grade Polyethyleneterephthalate, Capacity 1000 ml, with Tamper Evident Silver Cap, Clear. Gamma Irradiated	70		
9	Bottle, Square, Sterile, Food grade Polyethylene terephthalate, Capacity 500 ml, with Tamper Evident Silver Cap, Clear. Gamma Irradiated	100		
10	Syringe, Polypropylene Barrel, Polyethylene Piston, Luer lock, 50ml, Two Part , Sterile, Individual Blister Wrap	30		
11	Bottles, Glass, Amber 500ml Winchester, Black Cap	20		
12	Bottles, narrow mouth, Winchester, with screw cap, Glass, Round, Nominal Volume, 1000 ml, Clear, Minimum Volume (to fill point) 1050ml	12		
13	Bottles, narrow mouth, Winchester, with screw cap, Glass, Round, Nominal Volume, 1000 ml, Amber, Minimum Volume (to fill point) 1050ml	12		
14	Jar glass, 120ml ointment, clear, cap black, PVDC	50		
15	Bottle, narrow mouth, "SafeGrip", HDPE, Capacity: 2500 ml, Natural, with thread, Thread: 45 mm,	1		
16	Universal container, Sterilin®, with screw cap, Round with flat bottom, Capacity: 30 ml, Unlabelled, QuickStart cap , Cap colour: White, aseptic, PS/PP	400		
17	Bottle, narrow mouth, with screw caps, Pyrex® Borosilicate glass, Clear, Round, 100 ml, Cap size: 25 mm	10		
18	Bottle, narrow mouth, with standard ground joint and HDPE stoppers, Soda-Lime glass, Clear, Round, 250 ml, NS: 19/26	1		
19	Bottle, narrow mouth, with standard ground joint and HDPE stoppers, Soda-Lime glass, Clear, Round, 1000 ml, NS: 29/32	1		
20	Sample container, straight, with screw cap, aseptic, Polystyrene, Round, Capacity: 180 ml, Cap colour: White, Packed:	264		

21	Sample container, straight, VWR®, with screw cap, aseptic, Polypropylene, Round, Capacity: 60 ml, Cap colour: White,	700		
22	Bucket, round, white, with lid, HDPE, Capacity: 5,6 litre, I-height: 190 mm, Ø int.: 210 mm	1		
23	Storage bag, Clear zip seal bags, BW120, Material: PE, Non sterile, With 3 write-on panels	100		
24	JAR AMBER STRAIGHTED 250ML	12		
25	JIFFY BUBBLE WRAP BAGS WITH SELF SEAL STRIP 100X135 MM	1000		
26	Screw Cap, 31mm Diameter, White, Polypropylene, PTFE Lined.	1		
27	Methanol Hyper Grade for HPLC LiChrosolv	2.5 Litre		
28	Chemical Oxygen Demand Cell Test Test, Photometric, Spectroquant, Supelco , Range 25 - 1500 mg/l	25		
29	Isooctane for gas chromatography SupraSolv® (2.2.4 Trimethylpentane)	1 Litre		
30	TISAB II (Total Ionic Strength Adjustment Buffer) solution for fluoride determinations	5 Litre		
31	Acetone HiPerSolv CHROMANORM for HPLC	2.5 Litre		
32	Hydrochloric acid 37 % AnalAR NORMAPUR REAG.PE Plastic Bottle	2.5 Litre		
33	Tin (II) chloride dihydrate, with less than 0,000005% Hg AnalAR NORMAPUR analytical reagent	250g		
34	Sodium chloride AnalAR NORMAPUR analytical reagent	5 kg		
35	Sodium salicylate AnalAR NORMAPUR analytical reagent	250g		
36	Hydrochloric acid d. about 1.18 ARISTAR	2.5 Litre		
37	Nitric acid 69% ARISTAR® for trace analysis	2.5 Litre		
38	Diethyl ether hipsolv chromanorm for hplc	2.5 Litre		
39	n-Pentane 99% HiPerSolv CHROMANORM for HPLC	2.5 Litre		
40	Acetone PESTINORM for pesticide residue analysis	2.5 Litre		
41	Hydrochloric acid 34% Normatom for trace metal analysis	2.5 Litre		
42	Nitric acid 67% Normatom for trace metal analysis	2.5 Litre		
43	SODIUM SULPHATE GRANULAR	10 Kg		
44	COPPER TURNINGS	1 Kg		
45	Dichloromethane - Glass Distilled	2.5 Litre		
46	Pentane HPLC Grade	2.5 Litre		
47	Hexane Isomeric Mixture HPLC Grade	2.5 Litre		
48	Dichloromethane HPLC Grade	2.5 Litre		
49	Iso Hexane HPLC Grade	2.5 Litre		
50	Sodium chloride 99.5+% (dried) 1kg	1kg		
51	PH INDICATORS, INTEGRAL COMPARISON STRIP, 1.0 TO 12.0 RANGE, 11 X 100MM, 200 STRIPS 1/PK	200		
52	Isolute C18 200 mg / 3 ml	50		

53	Isolute C18 500 mg / 6 ml	30		
54	ISOLUTE ENV + 200mg/6ml SPE Cartridge	30		
55	Sodium tetraethylborate 97% 1g	1g		
56	QuEChERS Multi-packs mylar packs, 6000mg MgSO ₄ , 1500mg CH ₃ COONa (anhydrous) - (no tubes)	50		
57	Bond Elut TPH-W, 500mg Na ₂ SO ₄ SPE Cartridges, 50 pack	50		
58	Volumetric flask, with standard ground joint, PE stopper, blue enamelled graduation, Class: A, Borosilicate glass, Clear, Capacity: 250 ml, NS: 14/23	2		
59	Paper Wipe, Single Ply, Blue, Centre Feed, 630 wipes, 6 Rolls. Wipe 185x380mm	6		
60	Paper wipe for general application, disposable, Tork®, Basic, Roll, Ply: 2, White,	6		
61	Brush, For: Beakers, Beaker brush with wooden handle, Material: Natural bristle, Handle: Wooden handle	1		
62	Cotton swabs, double tipped with paper handle, Cotton,	30		
63	Inoculating loop, PS, Blue, 10 µl, Handle length (mm): 194, Sterile	3000		
64	Petri dish, PS, With 3 vents, Ø: 55 mm, Height: 14,2 mm, Aseptic	1080		
65	Multicell Cuvettes for Thermo Scientific Konelab Discrete Analysers 40 x 25	1000		
66	Pump tubing, Tygon®, with two stops, LMT 55, Ø int.: 1,14 mm, Ø ext.: 2,84 mm, Wall thickness: 0,85 mm, Colour code: Red/red	12		
67	PVC Pump Tubing 2tag 0.38mm ID orange / green	12		
68	Culture, sample and test tubes, non-sterile, without stoppers, round bottom, Polypropylene, Capacity: 14 ml,	1000		
69	Centrifuge tube, Conical bottom, Polypropylene, with caps, graduated, Capacity: 15 ml	500		
70	Centrifuge tube, Conical bottom, Polypropylene, with caps, graduated, Capacity: 50 ml,	500		
71	Culture tube, rimless, round bottom, Pyrex® Borosilicate glass, Ø×L: 16×100 mm, Capacity: 15,0 ml, Thread: -, Packed: 250/pack, 4 packs/case	1000		
72	TAPE AUTOCLAVE INDICATOR STEAM 18MMX55M	1		
73	Test tube, without rim, for autosamplers, round bottom, PP, Capacity: 8,8 ml, Length: 100 mm, Ø ext.: 13 mm	3000		
74	Centrifuge tube, round bottom, PS, with push cap, Capacity: 14 ml, Ø×L: 16,8×105 mm, Packed: 1000/case	1000		
75	Vial, sample, Glass, Nonsterile, Tall, 10,50 ml, Ø×H: 17×67 mm	399		
76	50ML DIGESTION TUBES	500		
77	Filter, glass fibre, Grade GF/C, 70 mm, Thickness: 260 µm	100		
78	Bottle top filter, PS/PP, Membrane: PES, Sterile, Complete filtration unit, Capacity: 1000 ml, Pore size: 0,45 µm, Membrane Ø: 91 mm	12		
79	Syringe filter, Acrodisc®, PP, Membrane: PES, Nonsterile, Pore size: 0,45 µm, Filtration area: 5,8 cm ² , Ø: 32 mm	1000		

80	Chromatography vial, Chromacol™, Screw neck, Borosilicate glass, 40-EPAVCS-PC, EPA clear vial kit, level 200 vials, septa and caps, 40 ml, Ø×H: 28×95 mm	72		
81	EPA VIAL 60ML GLASS WITH CAP/SEPTA CL100	72		
82	Chromatography vial, Screw neck, Glass, Clear glass, 30 ml	100		
83	Chromatography vial, VWR®, Screw neck, Glass, Clear glass, 40 ml	100		
84	Crimp Cap Magnetic, 20mm tin/alu.two part crimp cap, sil/ptfe liner	500		
85	Chromatography vial, Screw neck, Glass, Clear glass, 2 ml, Ø×H: 12×32 mm	100		
86	Chromatography vial closure, PP, screwcap, Ø (mm): 9, Type: Blue, certified, Septum: PTFE/red rubber	100		
87	Chromatography vial, Screw neck, Glass, , 300 µl glass insert, fused into an amber 2 ml screw top vial	500		
88	Chromatography vial, Chromacol™, Micro+™, Crimp neck, Glass, 03-FIV(A), 300 µl glass insert, fused into an amber 2 ml crimp top vial	500		
89	Chromatography vial, Chromacol™, Crimp neck, Glass, 1.5-HRCV, 1,5 ml crimp neck vial, clear, high recovery, without 11-AC cap	100		
90	Chromatography vial, Chromacol™, Headspace, Glass, 20-CV, 20 ml, Ø×H: 22×75 mm	125		
91	Bond Elut Florisil SPE Cartridges, 1g/6ml, 30 pack	30		
92	Pipette, Pasteur / transfer, VOLAC®, Glass, Length: 150 mm, Nonsterile, Bulk	1000		
93	Pipette, Pasteur / transfer, VWR®, Glass, 2,0 ml, Length: 230 mm, Nonsterile	250		
94	Pipette, Pasteur / transfer, VWR®, Glass, 2,0 ml, Length: 230 mm, Nonsterile, Pre Plugged	250		
95	Pipette, serological, VWR®, Sterile, 10 ml, Division: 0,10 ml, Red, Individual	200		
96	Manual pipette tip, Nonsterile, 50 - 250 µl, Microman®, PP, 200 per box	200		
97	Manual pipette tip, Nonsterile, 100 - 1250 µl, VWR®, Graduated, Bulk	500		
98	Manual pipette tip, Nonsterile, 100 - 5000 µl, Suitable for use with Sartorius Pipette Standard, PP, Bulk	100		
99	Manual pipette tip, Nonsterile, 1000 - 10000 µl, Suitable for use with Eppendorf Pipette, Transparent, Bulk, 2 bags × 100 tips	200		
100	Pipette Tip suitbale for use with Rainin Pipetman, 10ml, Bulk	200		
101	Pipette Tip suitbale for use with Rainin Pipetman, 20ml, Bulk	100		
102	Gilson Tip CP25 3-25µL Loose Pk200 F148112	200		
103	Manual pipette tip, Gilson Type, Nonsterile, 2000 - 10000 µl, Macro, with collar, PP, Transparent, Bulk (10×1000)	1000		
104	Manual pipette tip, Nonsterile, 100 - 1000 µl, Microman®, PP, 182 per box	182		
105	Gas Chromatography Column, DB-EUPAH, 20m length, internal diameter 0.18mm, Film thickness 0.14µm	1		
106	Liquid Chromatography Column, Poroshell 120 , EC-C18, 3.0 x 50mm , partiale size 0.27µm	1		

107	Gas Chromatography Column, DB-17HT, 30m length, internal diameter 0.25mm, Film thickness 0.15um	1		
108	MS interface column nut, long, female	1		
109	Capillary GC Column DB-35MS, 30m x 0.25mm x 0.25um	1		
110	Silica tubing, fused, deactivated, Ø int.: 0,32 mm, Ø ext.: 0,43 mm, Length: 5 m	5		
111	Capillary GC Column HP-5MS Ultra Inert, 30mx 0.25mm x 0.25um	1		
112	Frit for 1290 inline Filter 0.3micron	5		
113	A-LINE VENT VALVE PTFE WITH TIME STRIP	1		
114	A-LINE SAFE CAP GL45 1 PORT 1 VENT VLV	1		
115	Cotton swabs	100		
116	Teflon ferrule (needle seal)	10		
117	Empty Vial Inserts with swirl holes, 10 pack	10		
118	Valve body for SLH	1		
119	Pressure spring for SLH	1		
120	Kalrez seal for SLH	1		
121	Graphpak 2M connector for column ID 0,33/0,25 mm	1		
122	Ferrules for Graphpak-2m*0.32mm column, 10 pack	10		
123	VITON SEAL FOR SLH SEPTUMLESS HEAD 5/PK	5		
124	PTV Liner, Multi Baffled, Deactivated, replaces p/n 5182-9753.	1		
125	Certified Screw Top Vial, 2 mL, clear with write-on spot, deactivated (silanized), 100 pack	100		
126	Syringe, chromatography, GC, straight needle *, Volume: 10 µl, Type of tip: conical, Gauge: 23, Length: 42 mm, Pk: 6	6		
127	Chromatography vial closure, PP, Ø (mm): 9, Type: Black, certified, Septum: PTFE/silicone	100		
128	Abrasive mesh (micro-grit paper)	1		
129	Repeller insulator FOR Agilent 5975 and 5973 GCMS	1		
130	PTV Column Adapter Tube	1		
131	Filament, high temperature, EI ion source	1		
132	SYRINGE 25uL FN GT 57MM LGTH23s GAUGE	1		
133	UNIVERSAL COLUMN CONNECTOR	5		
134	Container, straight walled, polystyrene, clear, with metal screw cap, printed label (volume marked, Sterile, 150 ml	120		
135	Pipette Tip, Filter, 2-120ul, Polypropylene with Polyethylene filter. DNase and RNase Free	960		

136	Methanol for use with LC-MS -Baker Analysed	1 Litre		
137	Transfer Pipette, LDPE, Disposable, graduated to 1ml , Bulb Draw 3.4ml, graduation 0.25ml, 10 per bag	500		
138	PCR Plate, 96 Well, Full Skirt, Axygen, Polypropylene plate, silicone mat. Well Volume 240ul, Clear, Fully Skirted	10		
139	Chlorophyll A (from Anacystisnidulas Algae	5mg		
140	Polythene Transparent Bag, Zip Seal, Minigrip, Plain 250mm x 350mm	500		
141	Filter, Glass Fibre GF/F, Circle, 47mm	100		
142	RNase AWAY	4 Litre		
143	Bag, Autoclave, HDPE, 305mm 660mm, Blue Biohazard Printing	200		
144	Needle Seat, PEEK, 0.17mm ID capillary.	1		
145	Acetonitrile, LC-MS Grade, Baker Analyzed	1 Litre		
146	Quick Connect Heat Exchanger, 0.12mm ID, 1.6ul	1		
147	Capillary Pistons CP100 suitable for use with Gilson Microman pipettes 10-100ul, Tip Pack	192		
148	Universal Absorbent Mats . 510mm x 380mm, medium weight, absorbency 83.6L	200		
149	PH Test Strips , range 6.0-10.0 . 100 test strips. 14 indicator points - Dosatest	100		
150	TE (TRIS -EDTA) Buffer, pH 8.0	1 Litre		
151	Crimp Cap Vial, Glass, Clear 6ml (6-CV)	125		
152	Bags Clear Bubble 180mm x 235mm	400		
153	Decon 90 Surface Active cleaning Agent 5L	5 Litre		
154	Sample Vial, 20.0ml, Glass, Closed Screw Cap with PTFE faced Liner, Cap Size 24-214	72		
155	Water LC-MS Baker Analyzed	1 Litre		
156	Microcentrifuge Tube, 1.5ml, 20000G, Polypropylene, Graduated, Natural, Conical Bottom, Attached Cap, Sterile	500		
157	Water, Nuclease Free	1 Litre		
158	Centrifuge tube, Conical bottom, Polypropylene, with plug seal screw, graduated, Capacity: 50 ml,	500		
159	Centrifugal Filtration Unit, Vivaspin 20, 10kDalton Molecular Weight CutOff, Volume Range 5-20ml, Polyethersulfone Membrane	48		
160	Decacell Cuvettes X540 for use with Thermo Scientific Gallery and Gallery Plus, 10 cells per strip. 540 strips per pack	5400		

Cefas Core List Pricing

	Description / Specification	UoM	Part Number	Price / pack (£)
1	Nitric Acid Fuming, 100%, EMSURE, Glass Bottle, Coated	1 Litre		
2	Membrane Filter, regenerated cellulose acetate, RC58, pore size 0.2um, Diameter 47mm	100		
3	Centrifuge Tube, 50ml, Conical, Polypropylene, HDPE screw cap, 15500 x g, racks of 25	500		
4	Filter membrane, Cellulose Nitrate NC20, non-sterile, Diameter 47mm, pore size 0.2um	100		
5	Acetonitrile, >99.9%, Chromasolv for LC-MS	2.5 Litre		
6	Syringe, disposable, 3 part, 20ml, 1ml graduations, eccentric Luer lock, Polypropylene wit latex free stopper.	120		
7	Hydrochloric Acid, 37%, ARISTAR, glass bottle, safebreak	2.5 Litre		
8	Filter GF/D Glass Microfibre, 47mm Diameter, without binder	100		
9	Bottle, Glass, Clear, Wide Mouth, 250ml, Black Urea Screw Cap	10		
10	Crimp Cap for 11mm crimp neck vials. Aluminium with Viton Seal, Chromacol	500		
11	Detergent, Neodisher Laboclean FLA	5 Litre		
12	Potassium Hydroxide Pellets, >85% GPR REACTPUR	25 Kg		
13	Paper Towel, Wypall, L10 Extra +, White, Single Ply, 115 sheets of 460mm x 240mm	18 Rolls		
14	Paper Towel, Wypall L20 Extra +, Blue, Two Ply, 82 sheets of 460mm x 240mm	18 Rolls		
15	Sodium Nitrate, >99.5%, Analar NORMAPUR	1 kilo		
16	Bottle, Wide Mouth, Glass, Clear, Flint Soda Lime, 120ml, R3/58 black urea screw cap	20		
17	Multiwell Cell Culture plates, Falcon, Polystyrene, sterile, non-pyrogenic, Tissue Culture Treated, 96 Well, flat bottom, Lidded, Culture area 0.32cm ² , volume 0.37ml	50		
18	Zinc Chloride, >97%, Technical	5 Kg		
19	Bottle, Wide Mouth, Translucent, 250ml, HDPE with PP Screw cap, Nalgene	72		
20	Sodium Chloride, >98%, Technical	25 Kg		
21	Crimp Cap for 11mm crimp neck vials. Red PTFE/White Silicone/Red PTFE Seal, Chromacol	500		
22	Centrifuge Tube, 15ml, Conical, Polypropylene, Screw Cap (dome seal) 12000 x G, 50 per bag	500		
23	Swab, Sterile in tube, Wood/Cotton, Cap colour -Red, length 165mm, Diameter 13mm	500		
24	Round Bottom Test Tubes, Polystyrene, 14ml, Length 100mm, Diameter 17mm, Polyethylene dualposition snap cap, 25 per pack, Sterile	500		
25	Centrifuge Tube, 225ml, Conical, Polypropylene, Plug Seal Screw Cap, 7500 x G, 8 per bag	48		
26	Glass Vial, Rolled rim, snap on cap, 5.0ml	200		

27	inoculating Loops, disposable, polystyrene, sterile, rigid, 1ul, 20 per bag	1000		
28	Jerrican, HDPE, 5 litre, non-sterile, screw cap assembled	18		
29	Wipes, presaturated, 70% isopropyl alcohol, 152mm x 228mm	100		
30	PCR Tubes, Polypropylene, free from Cnase, Rnase and hman DNA, Flat cap, clear, 0.5ml, bags of 250	1000		
31	Membrane Filter, Mixed Cellulose Ester, 0.45um, 47mm, WME, white with black 3.1mm grid, sterile, without pads	100		
32	Bottle, Glass, extra wide mouth, 60ml, black urea screw cap	20		
33	Membrane Filter, Type 113, cellulose nitrate, sterile, 0.45um, 47mm	100		
34	Microcentrifuge Tubes, Safelock, Polypropylene with attached cap, clear, 1.5ml, graduated, conical	1000		
35	Filter membranes, hydrophobic cellulose nitrate & cellulose acetate mix, white with black grid 6mm, 0.45um, 47mm	100		
36	Bottle wide neck, HDPE translucent, 2 litre, thread 100-415, Polypropylene screw cap	1		
37	Cryo box for Storing cryogenic vials 1.2ml nd 2ml. 9 x 9 spaces, 133x133x52mm. White Polycarbonate with transparent lid. Nalgene	4		
38	Pipette Seriological, Polystyrene, sterile, 10ml, graduated 0.10 ml, 50 per bag	200		
39	Bottle, Glass, extra wide mouth, 120ml, black urea screw cap	20		
40	Beaker, borosilicate 3.3 glass, low form 600ml . Height 125mm Ext diameter 90mm.	10		
41	Pipette Seriological, Polystyrene, sterile, 50ml, graduated 1ml, Individually wrapped	100		
42	Measuring Cylinder, tall form, class A, borosilicate glass, 500ml, graduations 5ml, Tolerance +/- 2.5ml	2		
43	Membrane, Polycarbonate, Cyclopore, 0.4um, 47mm	100		
44	Filter paper Grade 113V, fluted. 240mm	100		
45	Microscope Slides, Superfrost. Yellow , thickness 0.95-1.05mm	50		
46	Beaker, borosilicate 3.3 glass, low form 3000ml . Height 210mm Ext diameter 150mm.	1		
47	Ammonium Thiocyanate, >98%, purified	1 Kg		
48	Sample Container, Polystyrene clear, Polyethylene screw cap. Sterile, 7ml, plain label, Bijou	700		
49	Syringe, disposable, 3 part, 5ml, Luer lock, Polypropylene with polyisoprene stopper.	100		
50	Beaker, borosilicate 3.3, tall form. 100ml, Height 80mm, Ext diameter 48mm	1		
51	Measuring Cylinder, tall form, class A, borosilicate glass, 1000ml, graduaioths 10l, Tolerance +/- 5ml	1		
52	Reagent Reservoirs, trough, PVC, 50ml, Dnase & Rnase free.	100		

53	Watch Glass, 100mm diameter, soda glass, fused edges	1		
54	Pipette Tips, 20ul, suitable for use with Rainin Pipettes 2, 10 and 20ul pipettes. Bioclean Ultras Purity, 10 racks of 96	960		
55	Pentane	2.5 Litre		
56	Medical Wipes, White, 2 ply, 44cm x 23.5cm, 75 per box	1		
57	Hexane Isomeric Mixture	2.5 Litre		
58	Pasteur Pipette, Glass, Soda lime, non-plugged, 2ml capacity, length 150mm	250		
59	Pasteur Pipette, Glass, Soda lime, non-plugged, 2ml capacity, length 230mm	250		
60	Pipette Tips, 200ul, suitable for use with Rainin Pipettes with Lite Touch. Bioclean Ultras Purity, 10 racks of 96	960		
61	Pipette Tips, 1000ul, suitable for use with Rainin Pipettes with Lite Touch. Bioclean Ultras Purity, 8 racks of 96	768		
62	Bottle, 60ml, Extra Wide Neck, clear, black urea screw cap	20		
63	Syringe, disposable, 5ml, Luer Tip, Polypropylene barrel and piston with polyisoprene stopper	100		
64	Watch Glass, 80mm diameter, soda glass, ground edges	10		
65	Dichloromethane, HPLC Grade	2.5 Litre		
66	Cyclohexane	2.5 Litre		
67	Ethyl Acetate	2.5 Litre		
68	Iso-Hexane	2.5 Litre		
69	Decon 90 Surface Active cleaning Agent 5L	5 Litre		
70	Petri Dish, Polystyrene, 90mm, sterile, Polystyrene, single vent 89mm Diameter, Height 16mm, pack of 500	500		
71	Petri Dish, Polystyrene, 90mm, sterile, Polystyrene, triple vent 89mm Diameter, Height 16mm, pack of 500	500		
72	Multidish, 24 well, 1ml, Polystyrene, non-treated, with lid, sterile, individually packed	75		
73	Multidish, 12 well, 2ml, Polystyrene, non-treated, with lid, sterile, individually packed	75		
74	Multidish, 6 well, 3ml, Polystyrene, non-treated, with lid, sterile, individually packed	75		
75	Acetone	2.5 Litre		
76	Cell Culture Flasks, Polystyrene, sterile, non-pyrogenic, Tissue Culture Treated, 2500ml, Plug Seal. Straight neck, 75cm ² growth area	100		
77	Autoclave Indicator Valves, Browne	100		
78	Autosampler Vial Screw Thread Caps for 9mm Vial, AVCS Built in, Blue	100		
79	Centrifuge Tube, 50ml, Conical, Polypropylene, Centrister screw cap, 15500 x g, racks of 25	500		
80	Cell Culture Flasks, Polystyrene, sterile, non-pyrogenic, Tissue Culture Treated, 750ml, Plug Seal. Straight neck, 175cm ² growth area	40		

81	Transfer Pipettes, Fine Tip, Polyethylene, Capacity 5.8ml, Drops per ml 55, Bulb Draw 3.3ml, Ext Diameter 4.6mm, Length 147mm, Individually Packed	400		
82	Swab, Sterile, in round polypropylene tubes, red cap, wood shaft, cotton head length 165mm	500		
83	Bottle , 120ml, Extra Wide Neck, clear, black urea screw cap	20		
84	Bottle , 250ml, Extra Wide Neck, clear, black urea screw cap	10		
85	Detergent, Neodisher Laboclean FLA	5 Litre		
86	Microcentrifuge tube, 1.5ml, Polypropylene, attached cap, autoclaveable, Red, non-sterile, conical bottom	1000		
87	Multiwell Cell Culture plates, Falcon, Polystyrene, sterile, non-pyrogenic, Tissue Culture Treated, 12 Well, flat bottom, Lidded, Culture area 3.8cm ² , volume 6ml	36		
88	Multiwell Cell Culture plates, Falcon, Polystyrene, sterile, non-pyrogenic, Tissue Culture Treated, 24 Well, flat bottom, Lidded, Culture area 2.0cm ² , volume 3.5ml	36		
89	Sample Vial, 2ml, glass, screw thread, 9mm, flat bottom, write on patch, 12x32mm	100		
90	Bag, autoclavable, heat resistant up to 145 centigrade, clear with Biohazard labelling, 780mm x 600mm	200		

SCHEDULE 3 - CHANGE CONTROL

Contract Change Note ("CCN")

Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this CCN:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended in the CCN all other terms of the Original Contract remain effective.
3. The CCN takes effect from the date on which both Parties confirm acceptance of its terms via Bravo.

SCHEDULE 4 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract
Duration of the processing	The full contract term including any extension periods
Nature and purposes of the processing	Data will be collected and stored in relation to the following contract objectives: The reporting of the order and delivery status included the provision of the providing the Goods.
Type of Personal Data	Customer and Contractor names and contact details.
Categories of Data Subject	Customer and Contractor Staff (including volunteers, agents and temporary workers).

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be retained securely for the life of the Contract after which it will be destroyed securely.</p>
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