

Our Ref: ML241101

Your Ref:

Date: 14/11/2024

Dear Sirs,

Request for Quotation

**Contract Ref: ML 241101**

**Contract Title:** **Supply of Benchtop Flow Cytometer**

You are invited to submit a quotation for the requirement described in the specification, Section 2. You are invited to quote for the above in accordance with the enclosed documents.

Please confirm by email, receipt of these documents and whether you intend to submit a quote or not.

Your response should be returned to the following email address by:

Email: andy.fegan@environment-agency.gov.uk

Date 03/11/2023

Time 12:00

Yours sincerely



Andy Fegan

ML Contract Manager

E-mail: andy.fegan@environment-agency.gov.uk

Telephone: 020302 50009

**Contact Details and Timetable**

Andy Fegan will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions via email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

|  |  |
| --- | --- |
| Action | Date |
| Date of issue of RFQ | 14/11/2024 |
| Deadline for clarifications questions | 22/11/2024 at 16:00  |
| Deadline for receipt of Quotation | 29/11/2024 at 12:00 |
| Intended date of Contract Award | 13/12/2024 |
| Intended Contract Start Date | 22/02/2025 (Delivery Date)  |
| Intended Delivery Date Contract Duration  | 21/02/2026 12 months (warranty)  |

Section 1: General Information

Glossary

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

|  |  |
| --- | --- |
|  |  |
| “Authority” | Means Environment Agency who is the Contracting Authority.  |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

Conditions applying to the RFQ

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

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

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

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

Acceptance of Quotations

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

Costs

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

Self-Declaration and Mandatory Requirements

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

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

Clarifications

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

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

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

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

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

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

Amendments

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

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

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

Conditions of Contract

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

Suppliers should note that the quotation provided by the successful bidder will form part of the Contract.

Prices

Prices must be submitted in £ sterling, exclusive of VAT

Disclosure

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

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

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

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Sub Central Contracting Authority with a publication threshold of £30,000 inclusive of VAT

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

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

Disclaimers

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

The Authority does not:

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

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

Protection of Personal Data

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

 You must only process any personal data in strict accordance with instructions from the Authority.

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

General Data Protection Regulations 2018

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

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

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

Equality, Diversity & Inclusion (EDI)

The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Environment Agency staff and service users.

Suppliers are expected to;

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

**Sustainable Procurement**

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Client encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Client’s behalf.

**Conflicts of Interest**

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

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

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

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

Section 2: The Invitation

**Specification of Requirements**

# Background to Environment Agency

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Background to Requirement**

The Environment Agency’s Monitoring Laboratories (ML) undertakes a wide range of chemical and microbiological analysis of environmental samples for both the Environment Agency and for other clients.

The system purchased will be delivered installed at the ML Starcross Laboratory, Staplake Mount, Starcross, Exeter, Devon EX6 8FD

The laboratory has a need to purchase a bench top flow cytometer for both microbiological (bacterial) counts and eukaryote analysis. The primary, the initial purpose is to enumerate bacteria from water samples likely to contain low bacterial numbers. A secondary purpose is to determine ploidy in fish cells.

# Technical Specification

**The equipment shall comprise:**

1. A bench top flow cytometer capable of running to manufacturer performance specifications within a mixed use, routine laboratory (able to run using standard UK single phase 230 -6%, +10% volts; no requirement for a dedicated room for operation. All staff within the laboratory space must be protected from exposure to laser light and aerosols during normal laboratory operation).
2. A light source (or sources), with filter and detector hardware combinations capable of detecting prokaryote and eukaryote cells by narrow and wide-angle light scatter.
3. A light source (or sources), with filter and detector hardware combinations capable of detecting prokaryote and eukaryote cells stained with standard “green” dyes (including FITC and SYBR Green I) and/or stained with standard “red” dyes (including hexidium iodide, propidium iodide and 7-aminoactinomycin D).
4. Computing hardware and software suitable for the detection and enumeration of prokaryote and eukaryote cells, that (in addition to within-software data processing) allows data export in FCS 3.0 format.
5. A robust calibration procedure with stable light source(s) and fluidics system(s), capable of enumerating prokaryote and eukaryote cells over a 15 minute data acquisition period.
6. Enumeration of cells may be indirect or direct; direct being desirable but not mandatory.
7. A sample auto-loader capable of holding both 12x75 mm tubes and 96-well trays.

**Sheath fluid requirements:**

The cytometer must be able to run normally using sheath fluids which include water or aqueous biological buffers (up to x1 phosphate buffered saline, approx. 150 mM salts). Automated warning of full/empty in sheath/waste containers would be desirable. The waste container must be compatible with recognised disinfectants.

**Other requirements:**

* A small bench footprint, associated with a contained, stand-alone unit would be desirable.
* Compatibility with an appropriate uninterruptible power supply would be desirable.
* Straightforward operator servicing of routine parts (e.g. tubing, filters) would be desirable.

**Service and Maintenance**

The supplier must have the capability to carry out maintenance and or repair on site at our Starcross Laboratory. The supplier should be able to offer a range of maintenance options including preventative and reactive maintenance.

**Sustainability**

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

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

**Contract Management**

This contract shall be managed on behalf of the Agency byAndy Fegan

We will raise purchase orders to cover the cost of the goods and will issue to the awarded supplier following contract award.

**Payment**

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

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number.

It is anticipated that this contract will be awarded for a period of12 monthsto end no later than 21/02/2026. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

**Evaluation Methodology**

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

Technical – 50%

Commercial – 50%

Evaluation criteria

Evaluation weightings are 50% technical and 50% commercial, the winning tenderer will be the highest scoring combined score.

**Technical (50%)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 100% | Compliance and Conformance  | * Capability of proposed equipment to meet and exceed the required specification.
 | Provide full technical information on the equipment you are offering to comply with the technical specification. |
|  |  |  | * Capability of proposed equipment to integrate with existing ML practise and methodologies
 |

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

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

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

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question. Submissions scoring 20% or less will not be considered for commercial evaluation.

**Commercial (50%)**

The Contract is to be awarded as a 'fixed price' which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements.

Calculation Method

The method for calculating the weighted scores is as follows: [Insert correct weightings below as appropriate]

● Commercial

Score = (Lowest Quotation Price / Supplier’s Quotation Price ) x 50% (Maximum available marks)

● Technical

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 50% (Maximum available marks)

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

**Information to be returned**

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

Please complete and return the following information:

* Provide Full technical information on the equipment you are offering to comply with the technical specification.
* Details of all installation requirements including electrical supply and equipment footprint
* Please provide an expected delivery time from receipt of order. Time will be of the essence in this purchase and prompt delivery as described in your response will be expected.

● Completed Commercial Response template

● Completed Mandatory Requirements (Annex 1)

● Completed Acceptance of Terms and Conditions (Annex 2)

**Award**

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issues a contract incorporating their response for signature. The successful supplier will then be issued the contract via a purchase order.

**Commercial Response**

Please complete Table 1, below, to show a breakdown of your cost per product or unit of time (i.e. ‘rates’) and the number of products or days / hours for each task, and total cost for each task required to deliver this requirement. You may insert additional task lines if required.

Please state the total overall cost for this requirement. Prices should exclude VAT.

Table 1: Commercial Response (to be completed by Supplier)

Descriptions of Tasks and / or Products Cost per product / or Cost per Hour / Day (i.e. rate) No of products / Hours / Days Total Cost

|  |  |  |  |
| --- | --- | --- | --- |
| Descriptions of Tasks and / or Products    | Cost per product   | No of products / Hours / Days  | Total Cost per Task  |
| Supply and Delivery of 1 x Flow Cytometer  | N/A | 1 | £ |
| Total Costs  | £ |
| Discounts applied (please detail) | £ |
| Total Overall Cost  | £ |

**Annex 1 Mandatory Requirements**

* **Part 1 Potential Supplier Information**

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

**Part 1.1 Potential Supplier Information:**

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

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

**Part 1.2 Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

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

 Part 2.2 Grounds for discretionary exclusion

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation |
| 2.2(b) | Breach of environmental obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(e) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Annex 2 Acceptance of Terms and Conditions**

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

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

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

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

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

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

**Standard Contract for Goods and/or Services - Order Form**

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | TBC  |
| 1. **Customer**
 | Environment AgencyMonitoring Laboratories |
| 1. **Contractor(s)**
 |  |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Environment Agency  |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[x] **Services Only:**[ ] **Good and Services:**[ ]  |
| **Goods** | **Supply of Bench Top Flow Cytometer** The Goods are to be Delivered in accordance with the following instructions:Delivery Address: Environment Agency, Starcross Laboratory, Staplake Mount, Starcross, Exeter , EX6 8FD Tel: +442030250009 Date of Delivery: 22/02/2025 Time is of the essence and delivery mush be made before this date.Packaging Instructions: Additional Delivery Instructions: A minimum of three working days notification must be given of delivery. Delivery will only accepted with prior notification and during normal working hours 09:00 – 16:00 Warranty Period:12 months from Delivery |
| **Services** | N/A |
| 1. **Start Date**
 | 22/02/2025  |
| 1. **Expiry Date**
 | 21/11/2026  |
| 1. **Charges**
 |  |
| 1. **Payment**
 | Payments will be made by BACs to the supplier bank account upon delivery of the goods and receipt of a valid invoice  |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000 |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Andy Feganandy.fegan@environment-agency.gov.ukTel +442030250009or, in their absence, Jonathan.Porter@environent-agency.gov.uk  |
| 1. **Contractor’s Authorised Representative**
 |  |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option **B** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| Environment AgencyStarcross Laboratory Staplake Mount StarcrossExeter EX6 8FD Attention: Dr Jonathan Porter Email: Jonathan.Porter@environent-agency.gov.uk |  |
|  |

 |
| 1. **Key Personnel of the Contractor**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
| ***See 16.*** |
|  |  |  |

 |
| 1. **Procedures and Policies**
 | For the purposes of the Agreement: N/A |
| 1. **Special Terms**
 | N/A  |
| 1. **Additional Insurance**
 | ***N/A*** |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: **Andy Fegan** Contract Manager  | Name: [**Insert** name][**Insert** job title] |
| Date: 15/11/2025 | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions **which** can be located on the [Environment Agency Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fenvironment-agency%2Fabout%2Fprocurement%23conditions-of-contract&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=unzkH5WPQYjTjWw3SjQNZshbWnx2ajnZZ0TwQcK7Wxo%3D&reserved=0) and which are called ‘[Standard Goods & Services Terms and Conditions (EA)’](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000)

**Appendix 2: Specification/Description**

See Request for Quotation – Section 2