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Invitation to Tender

Project Code: 30388

Project Title: Supply of a Liquid Chromatography Accurate Mass Instrument

Commercial Contact: Louise Moizer

Date: October 2020



We are the Environment Agency. We protect and improve the environment.

We help people and wildlife adapt to climate change and reduce its impacts, including flooding, drought, sea level rise and coastal erosion.

We improve the quality of our water, land and air by tackling pollution. We work with businesses to help them comply with environmental regulations. A healthy and diverse environment enhances people's lives and contributes to economic growth.

We can't do this alone. We work as part of the Defra group (Department for Environment, Food & Rural Affairs), with the rest of government, local councils, businesses, civil society groups and local communities to create a better place for people and wildlife.

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GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix 3: Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Acceptance Date”	means the date when the Goods have been delivered and accepted by the Authority. Transfer of ownership passes from the Contractor to the Authority.
“Authorised Officer”	means any duly authorised representative of the Authority notified in writing to the contractor for all purposes connected with the Contract.
“Authority”	means the Environment Agency, a body of the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Defra Group Commercial (DgC)”	means the commercial team working on behalf of the Authority.
“Contract”	means the contract (set out in Appendix 3) to be entered into by the Authority and the successful Tenderer.
“Corrective Maintenance”	means a visit conducted by the contractor to undertake repairs when required by, and as requested by, the Authority.
“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.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the procurement.
“Installation Site”	means the place of delivery and installation of the Goods.
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“the NLS”	means the National Laboratory Service, part of the Authority.
“Official Order”	means the Purchase Order issued by the Authority to the successful Contractor following acceptance, via Bravo, of the Contract.

“Preventative Maintenance”	means a systematic visit for inspection, detection, correction and prevention of incipient failures, before they become actual failures.
“Pricing Schedule”	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	means the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer’s formal Tender.
“Specification of Requirements”	means the Authority’s requirements set out in Part 6 of this ITT.
“System”	means a Liquid Chromatography High-Resolution Accurate Mass Instrument which will form the major part of an overall package to include software, library databases and reports
“Tender”	means the formal offer to provide the goods or services described in Part 6 of this ITT and comprising the responses to the questions in Bravo and the Pricing Schedule.
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 4 of this ITT.
“WEEE”	means Waste Electrical and Electronic Equipment recycling.
“Working Day”	means any day other than a weekend or Bank Holiday in England and Wales.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1 – Instructions for bidders

- 1.1 This document is provided to offer you key information and guidance upon the tender process, and the subsequent Contract. The tender process is being undertaken within Bravo, an online portal. Therefore, you will find all tender questions and the areas for you to submit your tender response within the Bravo system.
- 1.2 Should you have queries with the tender, please contact the Commercial Lead. This can be achieved by logging in to Bravo and navigating to the relevant 'ITT' and then the 'messages' area. Any messages that you submit here will go directly to the relevant Commercial lead.
- 1.3 To register on the Bravo portal, click on the 'Register now' button. Guidance on how to register is available under the 'click here for details on how to register' link. All queries regarding using the system that are not answered by the guidance section should be directed to the eSourcing Helpdesk run by BravoSolution (the suppliers of the portal) who can be contacted via:

Phone: 0800 368 4850

Email: help@bravosolution.co.uk

<https://defra.bravosolution.co.uk/web/login.html>

PART 2 – Introduction to the Environment Agency

1. Who is the Environment Agency?

- 1.1 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.
- 1.2 Further information on our responsibilities and how we are structured can be found on our website.

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

- 1.3 The National Laboratory Service (NLS) have responsibility for the provision of analytical analysis in accordance with the Environment Agency's statutory responsibility for monitoring the environment.
- 1.4 The NLS comprises two (2) sites with analytical laboratories situated in Exeter and Leeds, and employs in excess of 160 scientists, analytical specialists and support staff. The NLS currently owns and uses over 200 major analytical instruments.
- 1.5 The NLS obtains additional external funding by competitively winning and undertaking analysis for non-Environment Agency clients. This stance is reflected in all the NLS business dealings as a desire to achieve best value for money in the commercial marketplace as well as within the public sector.

2. What do we spend our money on?

- 2.1 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

3. What do we need from our suppliers?

3.1 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.

3.2 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 commercial decisions. We promote diversity and equality and treat all of our suppliers fairly. Our Procurement Plan 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>

4. Government changes and collaboration

4.1 On 28 January 2016 Defra launched the first single strategy for the whole of Defra. It provides the framework across the Defra group for how we design and deliver our goals and track delivery and measure success. At the heart of the strategy is also the first single vision for the Defra group: 'creating a great place for living'.

For further information on the 'creating a great place for living: Defra's strategy to 2020', please visit:

<https://www.gov.uk/government/publications/defras-strategy-to-2020-creating-a-great-place-for-living>

4.2 By bidding for this requirement you may also be approached by other members of Defra Group Commercial, the Defra network or other public sector organisations that are specifically named in this tender document.

5. Further information

5.1 For further information and to see our commitments to Diversity & Equality, please visit:

Diversity and Equality: <https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

5.2 Also, are you up to date on environmental legislation? See links below for further information:

Waste and Environmental Impact: <http://www.gov.uk/browse/business/waste-environment>

Environmental Regulations: <http://www.gov.uk/browse/business/waste-environment/environmental-regulations>

Would you like to find out more about us or your environment?

Then call us on

03708 506 506 (Monday to Friday, 8am to 6pm)

email

enquiries@environment-agency.gov.uk

or visit our website

www.gov.uk/environment-agency

incident hotline

0800 807060 (24 hours)

floodline

0345 988 1188 (24 hours)

Find out about call charges (www.gov.uk/call-charges)

Environment first:

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PART 3 – Contract Strategy

- 1.1 The NLS is seeking to find a proactive and innovative supplier for the provision of one (1) Liquid Chromatography High-Resolution Accurate Mass Instrument for delivery by 01 March 2020.
- 1.2 The NLS has a currently identified a need to purchase a Liquid Chromatography High-Resolution Accurate Mass Instrument which will form the major part of an overall package to include software, library databases and reports (the System), necessary to facilitate the non-target screening of a range of matrices, providing for the identification and tentative identification of substances present in a user friendly manner, in order to inform decision makers and regulators or environment contamination.
- 1.3 At the Authority's discretion we also reserve the right to purchase, or not, any maintenance service agreements on the terms and prices agreed under this Contract.

PART 4 – Procurement Tender Timetable

- 1.1 The Authority is looking for a supplier for the provision of one (1) Liquid Chromatography High-Resolution Accurate Mass Instrument (the System).
- 1.2 This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <http://defra.bravosolution.co.uk> (see further details in Part 1 of this ITT)
- 1.4 Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Response. It sets out:
 - the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query with the Commercial Contact via Bravo, as described in Part 1 of this ITT
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information set out in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

1.12 Key elements of the process have been reviewed and the planned activities and timescales are:

ITT published	Date	12/10/2020
Deadline for clarification questions from Tenderers	Date	05/11/2020
	Time	12:00 Noon
Deadline for Responses	Date	12/11/2020
	Time	12:00 Noon
Evaluation of Responses	Start	12/11/2020
	End	23/11/2020
Contract award notification		24/11/2020
Mandatory standstill period	Start	25/11/2020
	End	04/12/2020 (Midnight)
Contract award		07/12/2020
Contract start date		08/12/2020
Delivery, installation and commissioning complete	By	01/03/2021
Duration of Contract		12 weeks (from Contract start date to delivery) + 12 month warranty period
Extension Period		None

1.13 It should be noted that these timescales and activities are subject to change.

PART 5 – Tender Evaluation Process

1. OVERVIEW

- 1.1 All completed Tenders received will be evaluated by the Authority.
- 1.2 In order to be transparent, and in order that Tenderers fully understand how their Tender submission will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should make contact with DgC via Bravo messaging (see Part 1).
- 1.4 The following price and quality weightings will be used to determine the most economically advantageous tender:
 - Cost 40%
 - Quality 60%

2. AWARD OF CONTRACT

- 2.1 Upon conclusion of the evaluation, the weighted scores for cost and quality will be combined to give a total score out of 100 and the Tenderer with the highest score will be awarded the Contract.

3. ACCEPTANCE OF TENDER

- 3.1 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award the Contract.
- 3.2 The terms and conditions governing the Contract will be the Environment Agency Standard Conditions of Contract – Goods. These can be found in Appendix 3 of this document.

4. CRITERIA FOR TENDER EVALUATION

- 4.1 Tenders will be evaluated against a Cost/Quality weighting ratio of 40% Cost and 60% Quality.

5. SELECTION STAGE – QUALIFICATION ENVELOPE

- 5.1 The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority's requirement(s). Tenderers who are unsuccessful at this stage of the procurement process will not have the remaining sections of their Response evaluated.
- 5.2 The Selection Stage is made up of 3 parts:

5.2.1 Part 1:

- Please upload your signed and dated Form of Tender in accordance with the instructions in Bravo otherwise your Response will be rejected as non-compliant.

5.2.2 Part 2:

- Tenderers must complete the mandatory questions within Bravo detailing organisation and contact details. This stage is not scored but you will be eliminated from the procurement if the information is not provided in full.
- Tenderers must complete the 'grounds for mandatory rejection' section. This stage is not scored but if you answer "Yes" to any of the questions the Authority will reject your Tender.
- Tenderers must complete the 'grounds for discretionary exclusion' section. This stage is not scored but if you answer "Yes" to any of the questions the Authority may reject your Tender.

5.2.3 Part 3:

Financial standing (pass/fail)

- The Authority will review the economic information provided in Part 3 of the Bravo response form to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator.
- If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:
 - ask for additional information, including information relating to your parent company, if applicable; and/or
 - require a parent company guarantee or a performance bond.
- The Authority may reject a Tenderer which is unable to offer a commitment to provide a parent company guarantee or performance bond.
- In addition to the information provided in a Response the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.
- The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure.
- **Financial strength** is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient

information). Financial strength will be assessed relative to the estimated total contract value.

- The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for each of its last two financial years of at least £500,000 GBP.
- In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be £250,000 GBP.
- **Risk of Business Failure** is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement.
- The Authority will also calculate and evaluate your:
 - **operating performance:** growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
 - **liquidity:** net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
 - **financial structure:** gearing ratios and interest cover.

6. QUALITY – TECHNICAL ENVELOPE

6.1 The Technical Envelope within Bravo will specifically cover technical ability and after sales support. Please ensure you upload responses to the relevant sections within Bravo. A list of the questions to be answered via Bravo can be found in Appendix 1.

6.2 The Technical assessment will specifically cover the core criteria, outlined below:

Question	Weightings	Criteria
E01 - Technical Performance and Compliance	Worth 60% of the quality score available	<ul style="list-style-type: none"> • Capability of the equipment to meet and exceed the required specification. • Capability of proposed equipment to integrate with existing NLS practices e.g. ability to handle existing samples after preparation, data transfer capability, use with existing methodologies.

		<ul style="list-style-type: none"> • Ease of user maintenance. • Equipment reliability.
E02 - Support	Worth 30% of the quality score available	<ul style="list-style-type: none"> • Provision of appropriate training package. • Availability of application advice to assist with method development issues. • Demonstration that appropriate maintenance and technical support can be provided throughout the useable life of the equipment • Capability to provide appropriate onsite support in accordance with the specified response time.
E03 - Health and Safety	Worth up to 5% of the quality score available	<ul style="list-style-type: none"> • A demonstrated knowledge and management of the health and safety risks inherent in the delivery, installation and operation of the equipment.
E04 - Environment	Worth up to 5% of the quality score available	<ul style="list-style-type: none"> • Environmental impact of supply and operation.

6.4 When completing the tender submission, Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the question should not be included.

7. SCORING SCALE

7.1 The scoring ranges and approach for evaluation will follow the criteria set out below:

Descriptor	Score
Exceptional - the response is significantly above the Authority's requirements and provides a high degree of confidence that the supplier can deliver to an exceptionally high standard.	100
Exceeds requirements - the response exceeds the Authority's requirements and provides confidence that the supplier can deliver a high standard.	70
Meets requirements - the response meets all the Authority's requirements and provides confidence that the supplier can deliver to the required standard.	50
Below requirements - the response partially meets the Authority's requirements but has weakness that does give the Authority limited confidence that the supplier will be able to deliver to the required standard.	20

Unacceptable - the response fails to meet the Authority's requirements. The response includes errors, weaknesses, inconsistencies, omissions or general risks. The tender provides the Authority with little or no confidence that the supplier can deliver to the required standard.	0
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7.2 A score of less than 50 (i.e. 20 or 0) for any of the technical questions (E01 – E04) may result in the Tender being eliminated from the procurement.

7.3 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form.

7.4 The Tenderer with the highest points for the total of all questions will be awarded the maximum weighted quality score available (60%). The remaining Tenderers will gain pro-rated scores in relation to how much lower their points are when compared to the highest.

7.5 The tables below example illustrates how this methodology will work in principle. This table demonstrates how the weighted score would be calculated for question 1 which is worth up to 60% of the technical score available.

Tenderer	Score	Formula = Tenderers Score / Highest Score x Question Weighting	Question Weighted Score
A	100	= 100 / 100 x 60	60
B	70	= 70 / 100 x 60	42
C	50	= 50 / 100 x 60	30

7.6 This table demonstrates how scoring for the technical section would be applied using the weighting for each question.

Tenderer	Question 1 Scored	Question 1 Worth 60% of the quality score available	Question 2 Scored	Question 2 Worth 30% of the quality score available	Question 3 Scored	Question 3 Worth 5% of the quality score available	Question 4 Scored	Question 4 Worth 5% of the quality score available
A	100	60	100	30	70	3.5	70	3.5
B	70	42	70	21	50	2.5	70	3.5
C	50	30	50	15	100	5	70	3.5

This table demonstrates how the final scores for the quality section would provide an overall quality weighted score.

Tenderer	Formula Question Weighted score Q1+ Q2 + Q3 + Q4 = Tenderers Total Quality Score	Total Quality Score	Formula Tenderers Total Quality Score/ Highest Quality Score x Quality Weighting	Quality Weighted Score (worth 60% of the overall score available)
A	60 + 30 + 3.5 + 3.5	97	97/97 x 60	60
B	42 + 21 + 2.5 + 3.5	69	69/97 x 60	42.68

C	$30 + 15 + 5 + 3.5$	53.50	$53.50/97 \times 60$	33.09
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8. COST – COMMERCIAL ENVELOPE

- 8.1 The Commercial envelope within Bravo requires Tenderers to enter a fixed price for the purchase of one (1) Liquid Chromatography High-Resolution Accurate Mass Instrument (Price A) including:
- Purchase of the hardware.
 - Purchase of the software, library databases and reports.
 - Packaging, delivery, installation and commissioning by 01 March 2021.
 - On-site familiarisation training for a minimum of two (2) EA users (at NLS in Leeds) of the equipment.
 - Installation drawings and manuals containing instructions for the use and maintenance of the equipment.
 - Full documentation and operational manuals (including software), for the operation and maintenance of the equipment.
 - Twelve (12) month warranty including all cost for replacement parts, labour and travel.
 - Access to technical support and spare parts/components for a minimum of seven (7) years.
- 8.2 Tenderers will also be required to provide:
- A price per person for additional application training (Price B).
 - A price for an annual (12 months) maintenance contract for the System which includes Preventative and Corrective Maintenance and includes all costs for replacement parts, labour and travel (Price C).
- 8.3 Tenderers are required to provide a comprehensive breakdown of the prices submitted. This is for information only and will not be scored as part of the commercial evaluation.
- 8.4 Tenderers are required to provide a list of typical consumables that they anticipate that the Authority will require when using the System as described in the Specification with a price for each item listed (Price D). This is for information and will not be included in the total price or scored as part of the commercial evaluation.
- 8.5 The total price for each Tenderer will be calculated by totalling Price A, Price B and Price C.
- 8.6 Cost scores will be calculated based on the lowest total cost submitted. The Tenderer with the lowest cost will be awarded the full score available (40); with the remaining Tenderers gaining pro-rated scores in relation to the lowest cost.
- 8.7 The below example illustrates how this methodology will work in principle, where the maximum score available is 40:

Tenderer	Total Price	Formula = Lowest Price / Tenderers Price x Commercial Weighting	Commercial Weighted Score
A	£500,000	= £200,000 / £200,000 x 40	40
B	£700,000	= £200,000 / £300,000 x 40	26.67
C	£850,000	= £200,000 / £450,000 x 40	17.78

8.8 Further guidance and information on pricing can be found in Appendix 2 – Pricing Schedule.

9. TOTAL TENDER SCORE

9.1 The total score will be calculated as a combination of the technical and commercial scores. In the example provided in the table below, Tenderer A would be the winning bidder.

Tenderer	Quality Weighted Score (out of 60%)	Commercial Weighted score (out of 40%)	Total score
A	60	40	100
B	42.68	26.67	69.35
C	33.09	17.78	50.87

PART 6 – Specification

1. Overview

- 1.1 The System shall comprise of an automated high-performance liquid chromatography instrument coupled with an accurate mass identification and data analysis system. The individual components are described in section 2 of this Specification. All aspects of the equipment shall conform to the requirements of Good Laboratory Practice (GLP), Good Automated Laboratory Practice (GALP) and meet the requirements of the international standard BS EN ISO/IEC 17025:2000 (General requirements for the competence of testing and calibration laboratories).
- 1.2 The System must be suitable for the determination of trace environmental contaminants in a range of environmental matrices and including but not limited to extracts of biota, sediment, soil, waste and water including effluents and leachates.
- 1.3 The design of the System must be of a fail-safe nature to prevent instrument damage in the event of power failure. The mass spectrometer shall be independent to the data/instrument controller and therefore unaffected by a failure of this device.
- 1.4 The System shall be easy to use and simple to maintain, with all user cleaned parts easy to dismantle, clean and reassemble.

2. Components of the System

2.1 Liquid Chromatography

- 2.1.1 A high performance fully automated liquid chromatograph accepting a wide range of columns and particle sizes and capable of performing large numbers of routine analyses (>5000 per annum) is required. The ability to undertake Ultra High Performance Liquid Chromatography (UHPLC) applications must be demonstrable with low system internal volume and high system pressure capability. The System shall be easy to maintain and be able to be controlled independently from the PC's software application. The following features are required: -

2.1.1.1 Pump

- a. Binary gradient pumping system with high flow precision, minimal pressure pulsation, minimal delay volume and compressibility compensation. The pump shall be capable of withstanding back-pressures of a minimum of 1000bar.
- b. Gradient formation: High pressure binary mixing.
- c. Solvent selection valve enabling automated selection between a minimum of four different solvents.
- d. Flow range: 0.050 - 2.000 ml/min. in 0.001ml increments in both gradient and isocratic modes (5ml/min or greater when purging pump).
- e. Integrated high efficiency degasser effective throughout the entire flow range and with low internal flow restriction.

- f. Low internal volume for fast flushing, purging, priming, and solvent exchange.

2.1.1.2 **Column Compartment**

- a. Column capacity: a minimum of three 25cm columns.
- b. Internal column switching valve incorporated.
- c. Low dispersion heat exchangers for precolumn solvent thermostating.
- d. Peltier cooling and heating with temperature range at least 10°C below ambient to 90°C.
- e. Low internal volume.

2.1.1.3 **Autosampler**

- a. Minimum capacity 100 sample vials.
- b. Potential for multiple injections per vial.
- c. An injector program for precolumn derivatisation or other sample manipulation, e.g. mixing, dilution, standard addition etc.
- d. Injection volume controlled remotely through Instrument Control Software enabling consecutive runs of methods requiring differing injection volume.
- e. Injection volumes between 0.1 and 40 µl as standard with the potential to upgrade to ≥ 200 µl.
- f. Injection precision of < 1% from 1 - 100 µl.
- g. Carry over: < 0.01 %.
- h. Sample thermostat – provide cooling and heating in the range from 4 °C - 40 °C.
- i. A wash port facility to eliminate or substantially reduce carry over between samples and/or standards.
- j. Low internal volume.

2.2 **High Resolution - Accurate Mass Spectrometer**

2.2.1 The Authority has a requirement to “screen” environmental sample extracts derived principally from; biota (fish, mussel's and otter livers), marine sediments, soils, waste, leachates and water.

2.2.2 Due to the large range of substances, matrices and materials required, the expectation is to initially use the System's capability to achieve “non-target screening”, in order to determine the presence of a prioritised range of historic and emerging persistent pollutants. Following initial screening, the ability to confirm identification (via retention times) and quantification (via calibration curves), coupled with the use of databases will be necessary where toxicity and environmental concern require this.

- 2.2.3 As substances of concern are identified in the environment, retrospective analysis of previously generated sample data will be required together with the ability to integrate the chromatographic data with international databases, such as the “Digital Sample Freezing Platform” as developed by the NORMAN NETWORK and potential those of other partners.
- 2.2.4 The generation of accurate mass data must therefore provide the most cost effective approach to non-target screening through the balance of resolution, sensitivity, dynamic range, sample throughput. As such the integration of data with intelligent software, reports and access to a range of proprietary, vendor and international databases, is seen as critical. When combined the resultant package should reduce the requirement to purchase multiple standards to confirm identification of any one instrument response.
- 2.2.5 Non-selective extraction techniques such as but not limited to Quechers will be combined with equally non selective liquid chromatography parameters in order to minimise the “screening out” of substances of interest.
- 2.2.6 It's not practicable to list a range of substances, but these will be limited by extraction and chromatography methodologies and include Semi-Volatile Organic Compounds (SVOC's), Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and related substances, other flame retardants and surfactants, pesticides, human as well as veterinary drugs, drugs of misuse, precursors used in the preparation of explosives and human health care products. Whilst there is no intention to replicate this, Annex 1 is the current range of substances in the Liquid Chromatography Screen method for water analysis. It is available to download from the attachments area of Bravo for this ITT solely for reference purposes.
- 2.2.7 The System shall enable the Authority's analysts to determine the substances identified and tentatively identified and provide tools and reports to assess the accuracy of substance identification. It must be possible to generate reports and export these to Microsoft packages as digital files such as but not limited to .csv.
- 2.2.8 Following identification application packages should exist that enable confirmation of identification and quantification.

2.3 Interface with Liquid Chromatography

- 2.3.1 The accurate mass instrument must be fully compatible with the high-performance liquid chromatography component, as detailed in Section 2.1 of this Specification of Requirements.

2.4 Minimum High Resolution Accurate Mass Criteria

- 2.4.1 Where specific criteria are listed in the following section, they are anticipated to be the minimum required to provide the necessary balance to allow both reliable library searching, molecular reconstruction from mass and coupled with sufficiently accurate quantification. Where the offer is below these criteria, differs in terminology or has other criteria which supports the final outcomes, then this should be clearly described in the Response

2.5 Resolution and Mass Accuracy

- 2.5.1 It is anticipated that this will need to be, as a minimum, in the order of $\geq 30,000$ FWHM resolution and <1 ppm RMS drift.

2.6 Molecular weight range

- 2.6.1 The System will be required to detect substances with the molecular weight, as a minimum of between 50 – 1000m/z.

2.7 Sensitivity

- 2.7.1 As an indication of sensitivity, it must be possible that from 5grams of material extracted into 5ml of solvent that it would be possible to detect 50ng/l of Perfluorooctane Sulfonate (PFOS).

2.8 Polarity

- 2.8.1 Both positive and negative ionization will be required. The System must be capable of identifying as larger range substances as possible.

2.9 Non-Target, Target and Retrospective Analysis

- 2.9.1 The System must be capable of using target, non-target and molecular reconstruction identification tools in order to list detected substances and be suitable for carrying out “retrospective” analysis.

2.10 Software, Databases, Reports and Export of raw files.

- 2.10.1 The capabilities of the System shall be combined with software and databases to facilitate a clear “statement” of what is present in a sample..2.10.2 It is anticipated that external libraries and the ability to reconstruct molecule structure will be critical in the identification of substances with the ability to build and or build upon existing libraries.
- 2.10.3 Customisable and editable reports should be possible which have full compatibility with Microsoft packages.
- 2.10.4 Data generated from the System shall interact with proprietary, commercial and other databases for the identification of non-target substances. In addition, it will be necessary to export files to the NORMAN NETWORK via the generation of .mzml files. In order to support the export of approved results there is a requirement for .csv files to be produced.

3. Training, On-going Support and Applications

- 3.1 A greater emphasis will be place upon both familiarisation and training and is a critical component to this Contract. In addition to the basic familiarisation training, the Contractor shall provide a training package for two (2) of the Authority’s staff and tailored so that it is suitable to advance someone familiar with developing methods on a Liquid Chromatography Mass Spectrometry-Mass Spectrometry to a level where a user can operate and develop methodology on the tendered instrument.

4. Instrument Control Software and Data Analysis

- 4.1 The System shall allow for the operation of the System from any part of an existing ethernet based network and utilize industry standard data communication protocols.
- 4.2 The System must be provided with the appropriate computer hardware and software, fully programmed for operation. No user programming will be acceptable (other than setting up methods).
 - a. Standard software to be pre-loaded onto the computer must include at least Microsoft Windows 10 and in addition to the instrument operating software any other software required for normal operation.
 - b. Full multitasking software, giving full control of the system including auto-sampler, column oven, pump, parameters including all voltages, spraying / drying gas flow and temperature, and ion optics elements, as well as dynamic ramping of voltages.
 - c. Optimisation software must be provided to assist with optimising parameters for maximum sensitivity and to aid method development.
 - d. Facilities must be provided for full data acquisition, storage and manipulation. This must include editing of analytical and data processing during real time, to enable fast set-up of retention times and integration.
 - e. Full qualitative and quantitation facilities must be provided, including multi point calibration (linear and quadratic), peak height, peak area, peak ratios, internal & external standards, background subtraction, blank offset and calibration weighting.
 - f. The quantitation software must have the capability of monitoring and flagging outliers for over range and below Limit of Detection results and breach of Internal Standard / Surrogate Standard tolerances.
 - g. On-line logbooks should provide date- and time-stamped records of runs, errors, and maintenance events.
 - h. System must have software which provides an integrated graphical user interface for all modules.
 - i. Possibility to export of spectra and ion current profiles as Windows metafiles to word-processing and graphics programs.
 - j. Powerful library browser should provide for both creation and search of libraries. An extensive set of acquisition parameters should be stored along with corresponding qualification criteria.

5. Packaging

- 5.1 The Contractor shall collect without charge any returnable containers (including pallets) within twenty-one (21) days of the date of the delivery. Empty containers not so removed may be returned by the Authority at the Contractor's expense or otherwise disposed of at the Authority's discretion. Charged containers shall be credited in full by the Contractor upon collection or return.

- 5.2 All packaging shall be removed by the Contractor and recycled/reused where possible. Disposal of waste must comply with all relevant legislation.

6. Delivery and Installation

- 6.1 A delivery note clearly marked with the Authority's Official Order number shall accompany the System on delivery to the Authority.
- 6.2 The System must be delivered to the Authority (as per 6.4 below), installed and prepared for acceptance by the Authority on or before the date specified on the Official Order.
- 6.3 The System shall be delivered to the Authority to the location required by the agreed delivery date (01 March 2021).
- 6.4 All deliveries to the Authority will be made to the address below:

National Laboratory Service
Olympia House
Leeds
LS12 6DD

- 6.5 The Authority will make available access to the site as reasonably required by the Contractor for the delivery and installation of the System. The Contractor, in liaison with the Authorised Officer, shall have satisfied itself that access from the delivery point to the Installation Site is satisfactory and adequate for delivery of the System.
- 6.6 The Contractor shall be responsible for the complete installation of the System, including off-loading, erection, electrical and mechanical connections, testing and commissioning. The Contractor will be responsible for, including the cost of, off-loading, handling and installation of the System on site. Adequate labour must be provided by the Contractor to enable safe and efficient off-loading and installation of the System. It is the Contractor's responsibility to check on the availability and loading capacity of any lifts on site and to check that adequate access via corridors and doorways exists for the System, as delivered and packed. The Authority will not have staff available to assist.
- 6.7 The Contractor shall supply all labour, tackle, lifting material and plant required to execute the work referred to in this Specification of Requirements.
- 6.8 The Contractor shall be responsible for the safe custody of the System until the Acceptance Date and shall protect the System against and take any risk of deterioration in the System howsoever caused during transit and storage.
- 6.9 On installation, the Contractor must test all Goods for electrical safety, as specified in the Authority's Electrical Code of Practice and tag each tested item appropriately.

A certificate of electrical safety, showing the tests performed, the date of test and signed by a qualified engineer, for each item of equipment provided is required.

- 6.10 If the Authority, because of circumstances beyond its reasonable control, is unable to take delivery of the System on the due date, the Contractor shall store the System in good condition without charge to the Authority.

7. Price and Payment

- 7.1 The Contract Price shall include the cost of packaging, packing materials, addressing, labelling, loading, delivery to the address named in the Official Order, installation, commissioning and be in accordance with the amount set out in the Contractor's Response. All other costs, charges, fees and expenses of whatever kind for or arising out of or in connection with the provision of the Goods and Services shall be paid by the Contractor unless otherwise agreed in writing by the Agency.
- 7.2 The Contractor's claim for payment shall be accompanied by an invoice, receipts and other evidence as may be required by the Agency to verify that the expenditure referred to in such claims has been properly incurred in carrying out the Services.
- 7.3 The payment details for the annual Corrective and Preventative maintenance after the warranty period to be agreed.

8. Patents

- 8.1. The Contract Price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.
- 8.2. The Contractor shall indemnify the Authority against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply or delivery of any process, article, matter or thing supplied under the Contract, which would constitute any infringement of any right, patent, design, trademark or copyright.

9. Confidentiality

- 9.1. The Contractor, its employees and agents at all times shall keep confidential and secret and shall not disclose to any person other than a person authorised by the Authority all information and other matters acquired by the Contractor in connection with the Contract.

10. Environmental Consideration

- 10.1. The following Conditions supplement paragraph 26 (Environment) of the Standard Conditions of Contract and are specific for Contractors supplying chemicals or any other hazardous goods or equipment where such products are used.
- 10.2. The Contractor should ensure that all hazardous goods supplied to the Authority must be marked with the International Danger Symbol(s) and display the name of the material in English. All documentation must include a declaration of the hazard and the name of the material in English. Goods must be accompanied by emergency

information in English in the form of written instructions, labels or markings. The Contractor shall ensure that all information held by, or reasonably available to him, regarding any potential hazard known, or believed to exist in the transport, handling or use of the Goods supplied is notified to the Authority.

- 10.3. The Contractor shall notify the Authority of any goods supplied for which there is a potential to cause environmental damage through their use and provide information to the Authority on the steps they are taking to minimise such damage.
- 10.4. The Contractor shall ensure that they comply with all relevant legislation relating to the "Duty of Care and Registration of carriers" as detailed in the Environmental Protection Act 1990.
- 10.5 The Contractor shall ensure full compliance with the WEEE Regulations 2013.

11. Training and Operating Manuals

- 11.1 The Contractor shall provide on-site training in the use of the System a minimum of two (2) members of the Authority's staff. Training must be provided within two (2) weeks of installation, unless an alternative agreement is made with Authority staff.
- 11.2 The Contractor shall supply installation drawings and manuals containing instructions for the use and maintenance of the System.
- 11.3 The Contractor must provide full documentation and operational manuals (including software), for the operation and maintenance of the System. The Contractor shall update and replace when appropriate, all such manuals for a period of at least seven (7) years from the Acceptance Date.
- 11.4 The Contractor must make available to the Authority suitable technical application advice to assist in the setup and development of methodologies.

12. Warranty, Preventative and Corrective Maintenance and Spares

- 12.1 The warranty period shall be a minimum of twelve (12) months and will cover all parts and labour during that period.
- 12.2 Following the warranty period, the Contractor must be able to provide Corrective and Preventative Maintenance service options for the System. For Corrective Maintenance this must include full diagnosis and fault repair with labour, travel and replacement parts costs included. The Contractor must be capable of responding (by telephone as a minimum) to notifications of fault or failure within two (2) Working Days. Preventative Maintenance must include a minimum of one (1) site visit per annum. Preventative and Corrective Maintenance must include all ancillary equipment supplied with the System (e.g. auto-sampler, chiller, etc).
- 12.3 The Contractor shall make available to the Authority, its agents or contractors, any necessary spare parts and components to ensure that the System can be maintained in safe working operation for a period of not less than seven (7) years from the Acceptance Date.

- 12.4 The Authority reserves the right to source consumables for the System from other parties to ensure value for money is achieved and shall not in any way prejudice its rights under the agreed Contract terms.

13. Staff

- 13.1 While on the premises of the Agency the Contractor shall comply, and shall ensure that its staff comply, with the requirements of the Health and Safety at Work etc Act 1974 and other relevant legislation, including regulations and codes of practice issued thereunder, and with the Agency's policies and procedures.
- 13.2 The Contractor shall provide its staff with a form of identity acceptable to the Authority, which they shall display on their clothing at all, times when they are on the Authority's premises.
- 13.3 All Contractor's staff shall report to the Authorised Officer on arrival and departure from the premises. Visits to the Installation Site are not permitted without the consent of the Authority.
- 13.4 The Contractor shall cause as little interference as possible with the activities on the premises.
- 13.5 The Contractor shall instruct its staff as to fire risks and require them not to smoke on the premises except where it is expressly permitted.
- 13.6 The Contractor shall remove any of its staff from the premises where the Authority requests on grounds of efficiency, safety or public interest.

Annex 1 – Target Database

The target database, for reference, is available to download from the attachments area of Bravo for this ITT.

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PART 7 – Additional Terms and Conditions

The following conditions supplement paragraph 12 (Rejection of Goods) of the Standard Conditions of Contract and identify that the acceptance of the Goods need to satisfy the Authority's nominated representative at pre-delivery and post-commissioning stages.

Insert clause 12.6

- 12.6 When the Contractor has completed the installation of the Goods so that they are ready for commissioning and acceptance, the Contractor shall give written notice to the Authority's nominated representative. The notice shall include the following certificate:

“The installation of Goods detailed in the Contract has been tested and inspected. I certify that to the best of my knowledge and belief it is in full accordance with the specification and technical conditions of the Contract”.

Insert clause 12.7

- 12.7 On completion of installation the Contractor shall verify full operation of the system to demonstrate that the performance meets the requirements of the specification to the satisfaction of the Authority's nominated representative.

Insert clause 12.8

- 12.8 The Authority will provide a member of staff to observe and assist in this validation.

Insert clause 12.9

- 12.9 All equipment functions must be demonstrated to the reasonable satisfaction of the nominated member of staff.

Insert clause 12.10

- 12.10 The Contractor shall make available to the Authority records of all measurements taken during the tests specified in this Condition.

Insert clause 12.11

12.11 Provided that the Authority's nominated representative is satisfied with the acceptance tests, he shall give written notice to that effect.

Insert clause 12.13

12.12 Immediately after the Acceptance Date, the Contractor shall remove all its own goods, leaving the Authority's premises clean and tidy and in as good a condition as they were prior to the commencement of the installation.

APPENDIX 1 – Quality Evaluation Questions

Tender Questions – to be completed on Bravo.

E01 Technical Performance and Compliance (worth 60% of the total technical score)

Your response must be a maximum of 8 sides of A4, minimum font size 12. Please upload your response with the filename 'Your Company Name_E01'.

Please provide a full technical description of the System you are proposing and demonstrate how your System complies with the requirements set out in Sections 2.1 – 2.11 of the the Specification:

- T1 Please provide full technical information for the Liquid Chromatography component of the System you are offering and explain how this meets the requirements as described in Section 2.1 of the Specification
- T2 In response to the project background outlined in Section 2.2 of the Specification, provide an overview of how you believe the instrument, software, databases and expertise of your organisation can support the Authority in achieving it aims with regard to Non Target Screening of these materials. In addition, provide at least one application note or equivalent demonstrating this.
- T3 Please demonstrate how the accurate mass instrument is fully compatible with the High Performance Liquid Chromatography component as detailed in Section 2.1 of the Specification.
- T4 Please describe in detail how the System will be used to deliver the outcomes described in Section 2.2 of the Specification and where applicable, works in conjunction with software, work-streams and libraries etc including:
- Where your System can exceed the minimum resolution or mass accuracy specified in Section 2.5 of the Specification, describe the benefits and dis-benefits with respect to environmental analysis and the overall aims of Section 2.2.
 - Describe how the sample is introduced to the 'mass spectrometer' and the impact of the chosen technique in regard to identification, sensitivity and quantification and the overall aims of Section 2.2
 - Where the System can exceed the mass range specified in Section 2.7 of the Specification, describe the benefits and dis-benefits with respect to environmental analysis and the overall aims of Section 2.2
 - Describe how the System deals with the balance between sensitivity dynamic range and resolution/mass accuracy. As an indication of sensitivity, it must be possible that from 5 grams of material extracted into 5ml of solvent that is would be possible to detect 50ng/l of PFOS. With this information detail how much sample (in µl) will need loading onto the column.

- The instrument, software, database and work streams shall generate identified substances using a combination of target, non-target and molecular reconstruction tools and be suitable for carrying out “retrospective” analysis on previously collected data. Describe in detail how this will be conducted
- Describe how the instrument and overall proposal will deal with the challenge of identifying as larger range substances as possible, with respect to environmental analysis and the overall aims of Section 2.2
- Describe how the capabilities of the instrument are combined with software and availability of databaess are used to facilitate a clear “statement” of what is present. In this section, focus on the software and report capability.
- Describe access and how data generated from your proposal interacts with proprietary, commercial and other databases for the identification of non-target substances

- T5 Describe the routine operator maintenance required to keep the system performing to the Specification.
- T6 Provide applications notes involving the instrument, software and database in line with target and particularly non target analysis. Where possible these should be in an environmental non clinical context.
- T7 Please provide information on the reliability of the System offered. As a minimum this must include data from at least two systems being used for the analysis of similar matrices to those specified. Please describe the number of failures requiring an engineer’s visit and the time taken to return the system to an acceptable operating condition on each occasion. The data must be provided for a minimum twelve (12) month period.
- T8 Please provide details of consumables required to operate the System including whether it is possible to operate the system using alternatively sourced consumables

E02 After Sales Support

(worth 30% of the total technical score)

Your response must be a maximum of 4 sides of A4, minimum font size 12. Please upload your response with the filename ‘Your Company Name_E02’.

- S1 Please confirm the provision of twelve (12) months parts & labour warranty period.
- S3. Following the warranty period, the Authority may require annual Corrective and Preventative maintenance and repair cover. Please provide full information on the maintenance and repair options you will be able to offer for this System. If there an anticipated date when the System offered will no longer be supported, then please provide this date.
- S3 Please provide:
- details of your initial training package and any further user training packages available, as described in Section 3 of the Specification.
 - information on the scope and availability of support for trouble shooting problems

- details of the number and location of engineers fully conversant with the System offered.
- confirmation as to whether the warranty and/or annual service maintenance remain valid if the System is used with alternatively sourced consumables.

E03 Health and Safety

(worth 5% of the total technical score)

Your response must be a maximum of 4 sides of A4, minimum font size 12. Please upload your response with the filename 'Your Company Name_E03'

H1 How will you ensure that the System is delivered to the Authority, installed and continues to operate in a safe manner in accordance with health and safety legislation.

E04 Environment

(worth 5% of the total technical score)

Your response must be a maximum of 2 sides of A4, minimum font size 12. Please upload your response with the filename 'Your Company Name_E04'

- E1 What is your policy and current status on complying with the WEEE directive and how would the System be dealt with at the end of its life?
- E2 Provide solutions for remote access and data processing in order to allow greater working from home. This would include but not limited to:
- a. File size assessment with regard to uploading and downloading files over a remote server.
 - b. Laptop and software configurations necessary to process data remotely.
 - c. Remote instrument troubleshooting and maintenance to reduce travel miles.
- E3 Please provide the following environmental impact information for the System you offer in normal / typical operating conditions:
- average yearly consumption of electricity and water
 - proportion of recycled material used in the manufacture
 - ability to recycle or reuse unit after the end of its operating life
 - ability to recycle or reuse packaging

APPENDIX 2 – Pricing Schedule

Part A - General

Before completing the pricing schedule tenderers should note the following:

- a) Prices must be exclusive of Value Added Tax.
- b) Prices must be inclusive of all packaging & delivery charges necessary for the safe delivery and subsequent use of the Goods.
- c) Prices to be inclusive of performance testing, supply, installation, commissioning, on-site training and manuals. The dates for delivery, installation and commission by the Contractor are to be agreed at the time of the Official Order.
- d) The price must take into account your responsibilities under the WEEE directives.
- e) The warranty period shall include fully comprehensive corrective and preventative maintenance cover for a twelve (12) month period following the installation.
- f) Tenderers are required to provide a comprehensive breakdown of the prices submitted. This should include any optional extras which must be priced separately.
- g) Tenderers are requested to provide details of any costs payable by the Authority. The Authority will not be responsible for any expenditure not identified at the tender stage.
- h) Tenderers are required to provide a list of typical consumables that you anticipate that the Authority will require when using the System as described in the Specification. Please provide prices for each item listed.

Part B - Financial Cost Information

Please note that the Table shown within this Appendix is to provide a clear demonstration of the pricing information required for this Contract. However all prices, as part of the Response, are to be provided within the Commercial Envelope contained within Bravo.

Item	Description	Quantity	£
A	Price of the System including: <ul style="list-style-type: none"> • purchase of the hardware • purchase of the software, library databases and reports • packaging, delivery, installation and commissioning • on-site familiarisation training for a minimum of two (2) EA users (at NLS Leeds) of the System 	1	

	<ul style="list-style-type: none"> • installation drawings and manuals containing instructions for the use and maintenance of the System • full documentation and operational manuals (including software), for the operation and maintenance of the System • twelve (12) month warranty including Preventative and Corrective Maintenance and including all costs for replacement parts, labour and travel • Access to technical support and spare parts/components for a minimum of 7 years (the anticipated life expectancy of the System) 		
B	Price per person for additional application training (as described in Section 3 of the Specification)	1	
C	Price for an annual (12 months) maintenance contract for the System which includes Preventative and Corrective Maintenance and includes all costs for replacement parts, labour and travel.	1	

Further information on the commercial evaluation is detailed in Part 5, Tender Evaluation Process, of this ITT.

APPENDIX 3 – Conditions of Contract

The Terms and Conditions are available to download from the attachments area of Bravo.

Appendix to Conditions - Goods

1 Contract Supervisor

Andy Fegan

Address:-

NLS Starcross Laboratory

Staplake Mount

Starcross

Exeter

EX6 8FD

2 Contractor

TBC

3 Completion

Contract Start Date 15/12/2020

Contract End Date 28/02/2022

4 Delivery

Address:-

NLS Leeds Laboratory

Olympia House

Gelderd Lane

Leeds

LS12 6DD

5 Insurance

Third Party Minimum Cover £5 million

Public Liability Min. Cover £5 million

6 Limit on Liability

Limit on Contractors Liability £5 million

APPENDIX 4 – Form of Tender

Ref: 30388

Title: Contract for the Supply of a Liquid Chromatography Accurate Mass Instrument

The essence of selective tendering is that the Environment Agency shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:-

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time of the following acts:-

- communicating to a person other than the Environment Agency the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

I/We hereby certify that I/we have not, and will not in future, canvassed or solicited any Member, Officer or employee of the Environment Agency in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

Having examined the Tender Document and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Tender Document, I/we hereby offer to provide upon the terms and conditions of the Contract, the Goods and/or Services therein specified at the rate shown in the Pricing Schedule of the Tender.

This Tender, together with the Environment Agency's written acceptance thereof, will form a binding agreement between us.

Signature of Supplier: _____

(Where a Limited Company for and on behalf of)

«Company_Name»

Telephone No(s):

«TEL_NUMBER»

Dated this _____