

SCHEDULE 6
ORDER FORM

CONTRACT REF: C20697

This Order is made by Defra on behalf of the Environment Agency (EA) pursuant to the terms of the Framework Agreement with Advanced Procurement for Universities and Colleges (APUC) for Mass Spectrometry and Chromatography Equipment Framework (reference LAB 1029AP) with Agilent Technologies LDA UK Ltd.

It is agreed as follows:

1. GOODS TO BE SUPPLIED

- 1.1 One (1) 8890 5977C GC/MSD HES for Helium with Liquid Autosampler.
- 1.2 One (1) Intuvo 9000 5977C GC/MSD HES for Helium Carrier Gas.
- 1.3 One (1) 8890 with CTC Headspace for methane in water.
- 1.4 Within the Contract Term (including the potential extension period) EA reserves the right to place further Equipment orders under this call-off contract up to the maximum Contract value of £500,000 on the basis of direct award where Agilent Technologies LDA UK Ltd is ranked first contractor (1st) on the relevant Lot at the time of the additional purchase(s)
- 1.5 Delivery shall be made to the following locations by 31/12/2023:

A) Environment Agency
Staplake Mount
Starcross
Exeter
EX6 8FD

EA Contact

[REDACTED]
[REDACTED]

Equipment to be delivered and installed;

- 8890 5977C GC/MSD HES for Helium with Liquid Autosampler
- Intuvo 9000 5977C GC/MSD HES for Helium Carrier Gas

B) Environment Agency
Olympia House
Gelderd Lane
Leeds. LS12 6DD

EA Contact

[REDACTED]

[REDACTED]

Equipment to be delivered and installed;

- 8890 with CTC Headspace for methane in water

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

All freight costs, door-to-door, shall be met by the Contractor.

All costs in order to be able to deliver under Delivered Duty Paid incoterms, shall be met by the Contractor.

All packaging shall be removed by the Contractor and recycled.

2. SCOPE OF SERVICES

2.1 Warranty

The warranty period shall be a minimum of twelve (12) months and will cover all parts and labour during that period.

2.2 Installation

Following Delivery, the Authority shall require installation and commissioning of the Equipment by the Contractor, to include initial assembly, calibration and programme set-up within one (1) week.

2.3 Training

Five (5) days of Intuvo 5977C Training shall be provided to the Authority and completed by 8 March 2024.

The Contractor will ensure that the EA is aware of any communications or safety alerts applicable to the Equipment at any time.

2.4 Out of Scope Goods/Services

N/A

2.5 Key Personnel

The following are the Key Personnel engaged:

Authority:

Supplier:

Environment Agency
Staplake Mount
Starcross
Exeter. EX6 8FD

Agilent Technologies LDA UK Ltd
5500 Lakeside
Cheadle Royal Business Park
Cheadle
Cheshire. SK8 3GR

2.6 Deliverables, Milestones and Acceptance Criteria

As detailed in Clause 1.5 , Clause 2.2 (Installation), Clause 2.3 (Training) and Clause 3 (Charges).

2.7 Service Levels & Service Credits

The Contractor shall be managed by the EA's Contract Manager, and, if required, will review and discuss any issues that arise during the contract period.

Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.

The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.

- KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure
- KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure

EA has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.

Service credits claimed shall be paid to EA as a credit note within one (1) month following the date at which the service credits were applied.

The full, agreed service credit regime will operate from the Contract start date until the end of the contract period.

The KPIs below may be adjusted to ensure that they are appropriate and achievable.

KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery and Installation	The Equipment requirements (as detailed in Sections 2.1 and 2.2) are delivered and installed on time and in full by 31 st December 2023 at the latest. Any future Equipment requirements ordered under this call-off contract will be delivered within twelve (12) weeks of the Purchase Order being raised.	Delivery and installation against agreed timescales.	100%	2
KPI 2 Training	Training on Intuvo 5977C is completed by 8th March 2024	Training against agreed timescales	100%	2
KPI 3 Quality	The Equipment is accepted as suitable by EA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the manufacturer's specification.	100%	2
KPI 4 Warranty	Effective resolution of issues under the Warranty.	Prompt and effective repairs (confirmed by EA) carried out during the Warranty period.	100%	2

2.8 Documentation

On acceptance of this call-off contract, EA will raise individual Purchase Orders (POs) for the Equipment detailed in Section 3. Following satisfactory Delivery and installation (and Training where required by EA) of the Equipment, the Contractor shall issue separate invoices for individual Purchase Orders.

All invoices should be sent, quoting a valid PO number, to:

[REDACTED]

Alternatively, you may post to:

Environment Agency

PO Box 797
Newport
Gwent
NP10 8FZ

If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).

2.9 Dependencies

N/A

2.10 Assumptions

N/A

2.11 Approved Sub-Contractors

N/A

3. CHARGES

The Contract Price for the initial three Equipment is a total of £204,600.30 exc VAT, broken down as follows;

1. 8890 5977C GC/MSD HES for Helium with Liquid Autosampler

Item Num	Product Num	Description	Qty	Price (GBP)
1	G3540A	Agilent 8890 GC System Custom	1	████████
2	G3540A 114	Inert Flow Path Split/Splitless. Capillary inlet with electronic pneumatics control (EPC) for split/splitless injection and Turn Top sealing system. 0-100 psi	1	████████
3	G3540A 201	MSD interface. For use with Agilent 5975 Series MSD, 5977, 7000A Triple Quad GC/MS, or 7200 Q-TOF GC/MS. Uses one heated zone	1	████████
4	G3540A 306	Exhaust Deflector Assay	1	████████
5	G7079CA	5977C HES MSD Turbo EI Bundle	1	████████
6	G7079CA 245	GC/MSD HES for 8890 GC	1	████████
7	G7079CA 780	Add 2nd Monitor	1	████████
8	G1041C	NIST MS Library Upgrade to move from the previous generation of NIST to the latest	1	████████
9	G4513A	7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent	1	████████

10	G4513A	7693 Tray, 150 vial includes three removable trays	■	██████

2. Intuvo 9000 5977C GC/MSD HES for Helium Carrier Gas

Item Num	Product Num	Description	Qty	Price (GBP)
1	G3952A	Agilent Intuvo 9000 GC for MS - SSL Inlet. Intelligent. Intuitive. Innovative.	■	██████
2	G7079CA	5977C HES MSD Turbo EI Bundle	■	██████
3	G7079CA 250	HES MSD for Intuvo 9000 GC	■	██████
4	G7079CA 780	Add 2nd Monitor	■	██████
5	121-5522UI-INT	DB-5MS UI 20m, 0.18mm, 0.18um,Intuvo	■	██████
6	G4512A	8697 XL Headspace Sampler, 120 vial capacity. Includes onboard EPC, 1mL sample loop, and 5 removable 24-vial racks. Utilizes integrated communication with 8890, 8860, and Intuvo 9000 GCs	■	██████
7	G5350AA	G1888/7697A/8697 Headspace Control SW	■	██████
8	G1041C	NIST MS Library Upgrade to move from the previous generation of NIST to the latest	■	██████
9	H2620A	5 Days of Intuvo 5977C Training - Hardware, Software + Method Support	■	██████

3. 8890 with CTC Headspace for methane in water

Item Num	Product Num	Description	Qty	Price (GBP)
1	G7367B	PAL3 Series II RSI 85	■	██████
2	G7367B 206	8890/8860 PAL3 Deck Mounting Hardware	■	██████
3	G7367B 311	Headspace Sampling Accessory	■	██████

4	G7367B 403	PAL3 R-60 Rack for 60 10/20 ml vials	■	■■■■■
5	G3540A	Agilent 8890 GC System Custom	■	■■■■■
6	G3540A 112	0-100 psi Split/splitless with EPC. 0-100 psi split/splitless capillary inlet system with EPC.	■	■■■■■
7	G3540A 211	FID w/EPC, for capillary column only (Electronic Pneum. Ctrl.) optimized for capillary columns only. Includes digital control of all detector gases. Includes connectors for capillary columns.	■	■■■■■
8	123-1334UI	DB-624 UI 30m, 0.32mm, 1.80u	■	■■■■■
9	G6500-88010	6 pcs 10ml inserts for PAL Incub6x20	■	■■■■■
10	M8414AA	OpenLab CDS Workstation PC Bundle. Includes software, PC with 8GB, 2 connections, 1 year Software Maintenance Agreement and phone.	■	■■■■■
11	M8414AA 002	GC Instrument Connection License	■	■■■■■
12	G2402A	8-port 10/100Base-TX autosensing switch Allows up to eight devices to interface to a local laboratory LAN. Includes an 8-meter LAN	■	■■■■■

As detailed in Section 1.4 EA reserves the right to place further Equipment orders under this call-off contract up to the maximum Contract value of £500,000, on the basis of direct award where Agilent Technologies Ltd is ranked first (1st) on the relevant Lot at the time of the additional purchase(s). Further Equipment order is subject to EA budget approval.

4. LIQUIDATED DAMAGES

N/A

5. PERIOD

The Contract will commence from 04/09/2023 (the "Commencement Date") and run to 30/09/2025 with the possibility of extension up to six (6) months, till 30/03/2026.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the

1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Atamis"). No other form of acknowledgement will be accepted.

Please remember to quote the reference number **C20697** in any future communications relating to this Contract.

Authority Signature:

Supplier Signature: