



Department  
for Environment  
Food & Rural Affairs

Defra Group Commercial  
APHA Weybridge  
Woodham Lane  
Addlestone  
Surrey  
KT15 3NB

Your ref:  
Our ref: 34224  
Date: 29 July 2022

**Procurement Ref. No. 34224 for the supply of Gas Chromatography – Single Quadrupole Mass Spectrometers (GCMS) under the terms and conditions of the LUPC Framework Agreement Ref. LAB1016AP (Lot 3 Gas Chromatographs with Mass Spectrometers)**

Following your tender submission and subsequent successful testing phase of the instruments for the supply of Gas Chromatography – Single Quadrupole Mass Spectrometers (GCMS) to Defra, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between Defra (the Authority) for the provision of the deliverables set out in the Order Form.

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 ("Bravo"). No other form of acknowledgement will be accepted.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables.

Yours faithfully,

# Order Form

1. Contract Reference	34224
2. Date	29 July 2022
3. Authority	Department of the Environment, Food and Rural Affairs (Defra) Seacole Building 2 Marsham Street London SW1P 4DF United Kingdom
4. Supplier	<div style="background-color: black; width: 250px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 200px; height: 15px; margin-top: 10px;"></div>
4a. Supplier Account Details	To be confirmed
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any <i>Annexes</i>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 1 (<i>Specification</i>) and Annex 2 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions</li> <li>3. Annexes 4 (<i>Tender Submission</i>)</li> </ol> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

6. Deliverables	Goods	<p>In accordance with the Specification of Requirements at Annex 1 and the Suppliers Tender response to ITT No. 34224, the Supplier shall provide the following instruments on an 'as and when' basis to the Authority during the performance of the Contract.</p> <p>(Please note that whilst the anticipated order volume is 19 units, the Authority reserves the right to not purchase any instruments during the performance of the Contract).</p> <ul style="list-style-type: none"> <li>• 16 off Electron Ionisation (EI) Instruments</li> <li>• 3 off A Chemical Ionisation (CI) Instruments</li> </ul> <p>The Authority will raise individual Purchase Orders for each requirement.</p> <p>To be delivered in accordance with the following instructions:</p> <p>The Equipment shall be delivered to either or both of the following delivery locations, location shall be confirmed by the Authority at the time of placing individual purchase orders:</p> <p>Environment Agency Staplake Mount Starcross Exeter. EX6 8FD</p> <p>Environment Agency Olympia House Gelderd Lane Leeds. LS12 6DD</p> <p>Delivery shall be made within normal Working Hours 9am – 5pm Monday to Friday (excluding Public Holidays).</p> <p>All freight costs, door-to-door, shall be met by the Contractor.</p> <p>All costs in order to be able to deliver under Delivered Duty Paid incoterms, shall be met by the Contractor.</p> <p>All packaging shall be removed by the Contractor and recycled.</p> <p><b>Installation and Training</b></p> <p>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.</p> <p>The Authority will supply Personal Protective Equipment (PPE) on entry into the laboratory and the Contractor shall follow social distancing measures.</p>
-----------------	-------	--

	<p>The Contractor shall provide an operation manual with the Equipment which shall include Equipment set-up instructions.</p> <p>The Contractor shall be responsible for the complete installation of the Equipment, including off-loading, erection, electrical and mechanical connections, testing and commissioning.</p> <p>The Contractor shall be responsible for, including the cost of, off-loading, handling and installation of the Equipment 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 Equipment, as delivered and packed. The Authority will not have staff available to assist.</p> <p>The Contractor shall provide on-site training, to a minimum of two (2) Authority users per Equipment, on routine use of the Equipment. This shall be provided by the Contractor either during installation or within two (2) weeks of installation. The cost of this shall be included in the fixed price of the Equipment. The Authority shall have the option to purchase on-site training for additional users. The Contractor shall provide a price per person for additional on-site training as part of the Commercial Envelope.</p> <p>The Contractor shall also provide ongoing technical advice, via telephone and/or email Helpdesk system, to EA users to allow users of the Equipment to raise technical questions and queries to support effective operation of the Equipment, with initial response being e provided by the Contractor within 48 hours.</p> <p>The Contractor shall attend site to resolve issues that can't be resolved via telephone and/or email within one (1) week of the issue being raised by the Authority.</p> <p><b>Warranty, Preventative and Corrective Maintenance and Spares</b></p> <p>The warranty period shall be a minimum of twelve (12) months and will cover all parts and labour during that period.</p> <p>Following the warranty period, the Authority shall have the option to purchase a Corrective and Preventative Maintenance service for the Equipment from the Contractor. Corrective Maintenance shall 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 shall include a minimum of one (1) site visit per annum. Preventative and Corrective Maintenance shall include all ancillary equipment supplied with the System (e.g. auto-sampler, chiller, etc).</p> <p>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.</p>
--	---

		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.
7. Specification	The specification of the Deliverables is as set out in Annex 1.	
8. Term	<p>The Term shall commence on the 1<sup>st</sup> August 2022 (the Start Date)</p> <p>The Authority proposes to enter into Contract(s) for a maximum period of four (4) years with the successful Tenderer.</p> <p>The initial contract term shall be two (2) years with the potential for two (2) twelve (12) month extension periods.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 2.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Defra: <a href="mailto:APinvoices-DEF-U@gov.sscl.com">APinvoices-DEF-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:  Environment Agency  PO Box 797  Newport  Gwent  NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 2 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul>	

	<p>or, in their absence,</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul>																
12. Address for notices	<table> <tr> <th>Authority:</th><th>Supplier:</th></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> </table>	Authority:	Supplier:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Authority:	Supplier:																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
13. Key Personnel	<table> <tr> <th>Authority:</th><th>Supplier:</th></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> </table>	Authority:	Supplier:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Authority:	Supplier:																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
[REDACTED]	[REDACTED]																
14. Procedures and Policies	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>																
15. Limitation of Liabilities	<p>In accordance with LUPC Framework Agreement Ref. LAB1016AP (Lot 3 Gas Chromatographs with Mass Spectrometers)</p>																
16. Insurance	<p>In accordance with LUPC Framework Agreement Ref. LAB1016AP (Lot 3 Gas Chromatographs with Mass Spectrometers)</p>																

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 ("Bravo"). No other form of acknowledgement will be accepted.

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

# Annex 1 – Specification

## 1. Gas Chromatograph – Quadrupole Mass Spectrometer (GCMS)

Gas Chromatography – Single Quadrupole Mass Spectrometer with Split Splitless and Large Volume Programmable Temperature Vaporisation and ability to run operate separately with Electron and Chemical Ionisation

The Equipment shall comprise of the following systems, components and functionality

- a) Heated Gas Chromatograph oven
- b) Integrated auto-sampler
- c) Dual injector ports;
  - Suitable for split/splitless
  - Large Volume Injection Programmable Temperature Vaporisation
- d) Single quadrupole mass spectrometric detector with capability to run (separately) with either Electron or Chemical Ionisation

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 17025:2005 (General requirements for the competence of testing and calibration laboratories).

### 1.1 Gas Chromatograph

A high performance, fully automated capillary Gas Chromatograph accepting a wide range (0.1 to 0.53mm id) of columns and capable of performing in excess of 100 environmental sample extracts per month I numbers of routine analyses is required, including but not limited to the following features: -

- a) EA are looking to decrease analysis times for improved sample throughput and suppliers should state design features to facilitate this such as maximum oven temperature, oven ramp rates, cool down times, maximum inlet pressure and also state if overlapped online extraction and GC analysis is possible. Cryogenic oven cooling to at least 20°C must be available as an option (although may not be to be costed with the tender response)
- b) For ease of use, all GC pneumatics shall be controllable electronically including but not limited to monitoring and control of head pressure, column flow rate and split ratio, (supplier to state precision).
- c) Fitted with a high efficiency, heated, inlet capillary interface to suit the mass spectrometer.
- d) An automatic safe system shutdown in the event of leaks and mode to reduce helium consumption when in stand-by mode or split vent flow during analysis.
- e) The carrier gas will be Helium but must have the potential to be converted to Hydrogen within the confines of the warranty.

### 1.2 Single Quadrupole Mass Spectrometer

A bench top single quadrupole mass spectrometer interfaced to the gas chromatograph is required, which meets the following requirements:

- a) Capable of Electron Impact Ionisation (EI) and Chemical Ionisation (CI)\* to produce reproducible mass spectra and operable in both full scan and selected ion monitoring modes. The Authority shall have the option to purchase the Equipment with EI or CI. (\*Capable of using either Methane or Ammonia).



- b) The maximum ion source and transfer line temperatures should be stated Temperatures in excess of 320°C will be required for the least volatile analytes e.g higher molecular weight PAHs).
- c) Unit mass resolution, over a minimum range of 10-1000 amu, with variable scan speeds over the entire mass range.
- d) Scan rates shall be sufficiently fast to allow for more data points to be collected across a peak, thereby ensuring better spectral information, synchronous SIM/Scan capability and the ability to handle narrow peaks.
- e) The Mass Spectrometer shall be capable of maximising instrument uptime and have the ability as part of the core functionality, or as a selectable option, to prevent contamination build-up (have a high matrix tolerance), minimise the need for routine maintenance and reduce the need to vent the Equipment.

## **2. Computer Software, Data Handling and Control**

The Contractor shall provide the Equipment with the appropriate computer hardware and software, fully programmed for operational use. No user programming will be acceptable (other than setting up methods). Full quantification facilities shall be provided, including multi point calibration (linear and quadratic with different weighting factors like equal, inverse of concentration, inverse of square of concentration etc.), peak height, peak area, peak ratios, internal and external standards and background subtraction. Details of the full facilities available must be specified. The Equipment shall also be capable of interfacing with a LAN (local area network) system and include appropriate software with a minimum of two (2) network cards.

## **3. Injection Port(s)**

The Equipment shall be fitted with a PTV (or equivalent) inlet with both split and split-less capabilities and a standard split and split-less inlet. In addition, the injection ports shall:

- a) The port systems shall be temperature programmable with injection volumes of at least 1µl up to 100ul (via multiple injection).
- b) The system shall offer injection flexibility. Techniques such as split, split-less, solvent venting and pulsed split-less shall be available and any combination of two (2) available on one (1) instrument. All system parameters shall be stored with the main instruments' method file. Interface kits shall be provided where necessary and included in the cost.
- c) Set up and optimisation of the injector port shall be possible in the normal operating mode of the main instrument.
- d) Temperature range of near ambient to 400°C
- e) The port shall be fully compatible with the Gas Chromatograph (GC) auto-injector system and its mountings, to enable unattended operation.
- f) Compatibility with the manual and electronic pressure control systems of the GC is essential.
- g) The Equipment shall have a purge gas saver to minimise gas consumption.

## Annex 2 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 2 and with the Supplier's response to ITT No. 34224

Description	Unit Price
Electron Ionisation (EI) Instrument	
Chemical Ionisation (CI) Instrument	
Once the 12 month warranty expires an optional annual (12 months) maintenance contract for the system which includes preventative and corrective maintenance and includes all costs for replacement parts, labour and travel.	

### 2. Currency

All Supplier invoices shall be expressed in sterling.

### 3. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

### 4. Electronic Invoicing

4.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

- 4.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
- 4.2.1 the date of the invoice;
  - 4.2.2 a unique invoice number;
  - 4.2.3 the period to which the relevant Charge(s) relate;
  - 4.2.4 the correct reference for the Contract
  - 4.2.5 a valid Purchase Order Number;
  - 4.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 4.2.7 a description of the Deliverables;
  - 4.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 4.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 4.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 4.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 4.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 4.4 Invoices submitted electronically will not be processed if:
- 4.4.1 The electronic submission exceeds 4mb in size
  - 4.4.2 Is not submitted in a PDF formatted document
  - 4.4.3 Multiple invoices are submitted in one PDF formatted document
  - 4.4.4 The formatted PDF is "Password Protected"

## **Annex 3 – Tender Submission**

In accordance with the supplier's response to ITT document for the supply of Gas Chromatography – Single Quadrupole Mass Spectrometers (GCMS)

Project Reference Number: 34224

## **Annex 3 – Sustainability**

In accordance with the sustainability provisions of the LUPC Framework Agreement Ref. LAB1016AP (Lot 3 Gas Chromatographs with Mass Spectrometers).