



Department  
for Environment  
Food & Rural Affairs

Defra Group Commercial  
Lateral House  
City Walk, Leeds  
LS11 9AT



IPM SRL  
Via Madre Teresa,  
20851 Lissone (MB)  
Italy

Your Ref: C27811  
Date: 10-06-25

Attention:

Email:

Dear

**Project C27811 - Purchase of 2 Dry Fog and 1 Mini Dry Fog System**

Following your proposal for the supply of 2 Dry Fog and 1 Mini Dry Fog System to the Animal and Plant Health Agency (APHA), 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 APHA as the Authority and IPM as the Supplier for the provision of the deliverables set out in the Order Form.

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. Please confirm your acceptance of the Conditions by accepting this contract on DocuSign within three days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours sincerely,


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

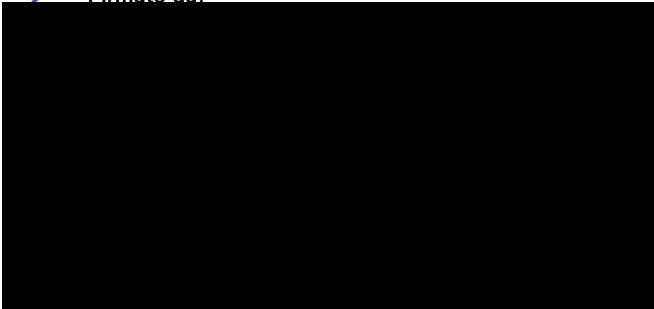
<b>1. Purchase Number</b>	<b>Order</b>	To be Confirmed (following agreement of this Contract)
<b>2. Customer</b>	<b>THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS</b> of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through THE ANIMAL AND PLANT HEALTH AGENCY (APHA), whose principle offices are at APHA Weybridge, New Haw, Addlestone, Surrey, UK KT15 3NB.	
<b>3. Contractor(s)</b>	<b>IPM SRL</b> a company register in Italy with a registered address of Via Madre Teresa, 20851, Lissone (MB), Italy	
<b>4. Defra Group Members</b>	The following Defra Group members will receive the benefit of the Deliverables:  <b>Animal and Plant Health Agency (APHA)</b>	
<b>5. The Agreement</b>	<p>This Order is part of the Agreement and is subject to the terms and conditions Referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul>	
<b>6. Deliverables</b>	<b>Applicable Deliverables</b>	<b>Goods Only:</b> <input checked="" type="checkbox"/> <b>Services Only:</b> <input type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	<b>Goods</b>	Supply of 2 Dry Fog and 1 Mini Dry Fog System  Delivery Instructions:  <b>Delivery Address:</b> Pathology and Animal Sciences Department Animal and Plant Health Agency (APHA) Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB  <b>Receiving individual:</b> [REDACTED] Pathology and Animal Sciences Department Animal and Plant Health Agency (APHA) Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB  Telephone: [REDACTED] Email: [REDACTED]  Date/Period of Delivery: 4 – 6 weeks
	<b>Services</b>	Not Applicable
<b>7. Start Date</b>	01/07/2025	
<b>8. Expiry Date</b>	30/06/2026	
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3.	

<b>10. Payment</b>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>[REDACTED]</p> <p>Alternatively, you may post to:          Shared Services Connected Ltd          DEF Procure to Pay          PO Box 790          Newport          Gwent          NP10 8FZ</p> <p>Within 28 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 3 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>
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	<p>Amount liability max 50% of the value of the contract</p>
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison, your contact will continue to be</p> <p>[REDACTED]</p> <p>Pathology and Animal Sciences Department          Animal and Plant Health Agency (APHA)          Woodham Lane, New Haw, Addlestone,          Surrey, KT15 3NB</p> <p>Telephone: [REDACTED]          Email: [REDACTED]</p> <p><b>or, in their absence</b></p> <p>[REDACTED]</p> <p>Animal and Plant Health Agency (APHA)          Veterinary Investigation Centre, Kendal Road          Shrewsbury, SY1 4HD</p> <p>Telephone: [REDACTED]          Mobil: [REDACTED]          Email: [REDACTED]</p>
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison, your contact will continue to be:</p> <p>[REDACTED]</p> <p>IPM SRL          Via Madre Teresa, 20851          Lissone (MB) – Italy          Email to: [REDACTED]          Tell: [REDACTED]</p>

	<p><b>or, in their absence</b></p> <p>[REDACTED]  IPM SRL  Via Madre Teresa, 20851  Lissone (MB) – Italy  Email to: [REDACTED]  [REDACTED]</p>									
<b>14. Optional Intellectual Property Rights (“IPR”) Clauses</b>	Each party keeps ownership of its own IPR. Neither party has the right to use the other party's intellectual property rights, including any use of the other's party's names, logos or trademarks.									
<b>15. Progress Meetings and Progress Reports</b>	Not Applicable									
<b>16. Address for notices</b>	<table border="0"> <tr> <td><b>Customer:</b></td><td><b>Supplier:</b></td></tr> <tr> <td>[REDACTED]  Animal and Plant Health Agency (APHA)  Veterinary Investigation Centre,  Kendal Road  Shrewsbury,  SY1 4HD   Email: [REDACTED]</td><td>[REDACTED]  IPM SRL  Via Madre Teresa,  20851  Lissone (MB) – Italy   Email: [REDACTED]</td></tr> </table>	<b>Customer:</b>	<b>Supplier:</b>	[REDACTED] Animal and Plant Health Agency (APHA) Veterinary Investigation Centre, Kendal Road Shrewsbury, SY1 4HD  Email: [REDACTED]	[REDACTED] IPM SRL Via Madre Teresa, 20851 Lissone (MB) – Italy  Email: [REDACTED]					
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<b>17. Key Personnel of the Contractor</b>	<table border="0"> <tr> <td><b>Key Personnel Role:</b></td><td><b>Key Personnel Name:</b></td><td><b>Contact Details:</b></td></tr> <tr> <td>Contract Manager</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Sales Department</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </table>	<b>Key Personnel Role:</b>	<b>Key Personnel Name:</b>	<b>Contact Details:</b>	Contract Manager	[REDACTED]	[REDACTED]	Sales Department	[REDACTED]	[REDACTED]
<b>Key Personnel Role:</b>	<b>Key Personnel Name:</b>	<b>Contact Details:</b>								
Contract Manager	[REDACTED]	[REDACTED]								
Sales Department	[REDACTED]	[REDACTED]								
<b>18. Procedures and Policies</b>	<i>Not Applicable</i>									
<b>19. Special Terms</b>	<i>Not Applicable</i>									
<b>20. Insurance</b>	Insurance to be in place in line with industry best practice.									
<b>21. Further Data Protection Provisions</b>	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p><b>Yes:</b> <input type="checkbox"/>  <b>No:</b> <input checked="" type="checkbox"/></p>									

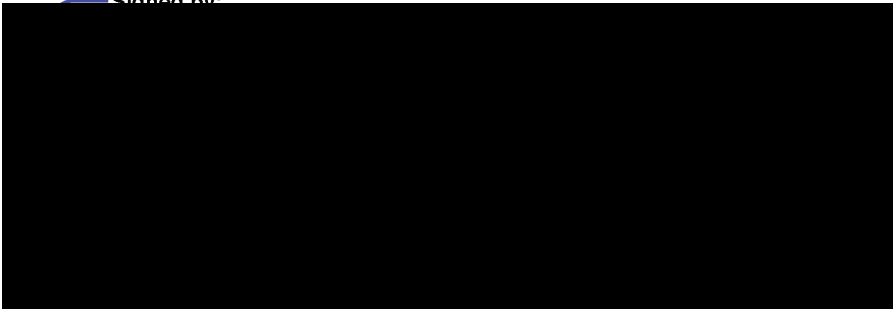
**Supplier Signature:**

 Firmato da:



**Authority Signature:**

 Signed by:



## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Defra Website](#) and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

The terms and conditions above mentioned are considered applicable only as far as conforming with the relationship between the parties (regardless of whether expressively underlined as "not applicable" in the order form); either way, they will be applicable only if not in conflict with the order form".

Art. 15: not applicable.

Art. 8 not applicable (art. 14 order form) and art. 13.4 not applicable (art. 11 order form).

## Appendix 2: Specification/Description

### 1. Purpose.

- 1.1 The procurement is for a dry-fogging equipment for the containment level 3 (CL3) post-mortem facility (Building 270) at APHA Weybridge. The SAPO license conditions and ACDP guidance require a robust, reliable and repeatable mean of decontamination with specific disinfection procedures.

### 2. Background to requirement/Overview of requirement

- 2.1 The existing decontamination procedures the containment level 3 (CL3) post-mortem (PM) room at APHA Weybridge is relying on a low-level chemical decontamination carry out by the PM team staff using different type of chemicals depending on the pathogen worked with.

- 2.2 The Health and Safety Executive states in its "Management and operation of microbiological containment laboratories" guidance, that:

- a specified disinfection procedure must be in place and its efficacy assessed at all containment levels for both routine use and following an accidental release of biological agents.
- Methods of disinfection include manual spray-and-wipe using liquid disinfectants; fogging techniques (which also use liquid disinfectants); and gaseous fumigation systems. The latter may comprise of true gases, e.g. chlorine dioxide and ozone, or vapour generated by heating source liquids, e.g. formaldehyde and hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>).

- 2.3 The PM room is a building with several high ceiling areas which can't be reached by manual spraying and requires decontamination before planned preventive maintenance.

- 2.4 A dry fogging procedure of a mixed solution of H<sub>2</sub>O<sub>2</sub> and peracetic acid (PAA) would be ideal carry out complete fumigation of the PM room with minimal shutdown period and also less risks associated with the products used than formaldehyde.

- 2.5 The PM room is used for research projects, diagnostic investigations and statutory surveillance tasks relating to exotic viruses potentially affecting livestock and wildlife in the United Kingdom.

### 3. Scope of requirement

- 3.1 The requirement for this procurement exercise is to provide a suitable equipment to improve the decontamination processes in the PM room, in accordance with the ACDP requirements and SAPO license conditions.

- the requirement for this procurement is the supply a standard Dry Fog and Mini Dry fog, IPM is not responsible for any application that is not a decontamination of clean rooms.

### 4. The Requirement

- 4.1 The equipment must use a mix of H<sub>2</sub>O<sub>2</sub> and PAA
- 4.2 The equipment must be compatible with existing power in the facility
- 4.3 The equipment must be floor-standing and must be able to be brought into the facility through existing access routes.
- 4.4 The associated air compressor must be compatible and provide enough air supply required for the equipment.

### 5. Additional information

- 5.1 The equipment should be supplied with a suitable warranty for a minimum of 12 months, and, in case of application for decontamination of clean rooms, the ability to provide servicing and validation support. The support shall be only remote and for a maximum of 12 months after the delivery"

## Appendix 3: 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 shall be calculated in accordance with the terms of this Annex 3

### 2. Rates and Prices

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 The cost for the equipment on this Contract is amounting to [REDACTED] (exc. vat). The cost does not include shipping and delivery to site. The Authority shall collect the Goods from the factory gate under incoterm Ex Works.

2.1.2 Any further extension to the Contract shall be subject to budget availability and governance approvals where applicable.

### 3. Charges Payable to supplier

3.1 The Authority shall pay the Supplier the sum of [REDACTED] at Ex-works (pre-payment before shipment)

### 4. Currency

All Supplier invoices shall be expressed in euro, or such other currency as shall be permitted by the Authority in writing.

### 5. Variations

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

### 6. Electronic Invoicing

6.1 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:

6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

6.2.1 the date of the invoice;

6.2.2 a unique invoice number;

6.2.3 the period to which the relevant Charge(s) relate;

6.2.4 the correct reference for the Contract

6.2.5 a valid Purchase Order Number;

6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;

6.2.7 a description of the Deliverables;

6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);

6.2.9 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;
- 6.2.10 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
- 6.2.11 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);
- 6.3 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: (For APHA) Shared Services Connected Ltd, PO Box 790, 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.
- 6.4 Invoices submitted electronically will not be processed if:
- 6.4.1 The electronic submission exceeds 4mb in size
  - 6.4.2 Is not submitted in a PDF formatted document
  - 6.4.3 Multiple invoices are submitted in one PDF formatted document
  - 6.4.4 The formatted PDF is "Password Protected"

Appendix 4: Tender Submission

QUOTATION

Your RE:

EQUIPMENTS

DL24276

Your Quote Request

ITEM	Mod. P/N	Description	Unit Price (EUR)	Qty	TOTAL Price (EUR)
A	W.14051510	DF2S UNIT COMPLETE with 1 nozzle and 7 caps Air filter housing and filter Packed in carton box			
B	W.14061529	DF2 NOZZLE			
C	W.14073001	DF2 MAINTENANCE KIT			
D	W.14070102	DF2/2S NOZZLE ADAPTOR VERTICAL FOGGING incl. GASKET			
E	W.17062901	DF2/2S DOUBLE NOZZLE ADAPTOR			
F	W.14061505	DF2 EXTENSION TUBE INCL CLAMP & GASKET			
G	W.MDF.06033160	MINI DRY FOG, COMPLETE UNIT			
TOTAL	EQUIPMENT				