



Department  
for Environment  
Food & Rural Affairs

## PHE Framework 2415 - PHE Public Health Microbiology Framework – Lot 1 Agreement Order Form

FROM

<b>Participating Authority:</b>	Defra on behalf of the Secretary of State for Environment, Food and Rural Affairs
<b>Customer:</b>	Animal and Plant Health Agency (APHA) (an executive agency of Defra.)
<b>Service address:</b>	APHA Woodham Lane New Haw, Addlestone Surrey KT15 3NB
<b>Invoice address:</b>	accounts-payable.aph@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ.  The Supplier shall issue separate invoices upon satisfactory delivery of each APHA Purchase Order. All invoices must quote a valid APHA Purchase Order number, and shall include line by line submissions detailing in accordance with section 1.1.
<b>Authorised Defra Group Commercial (DGC) Representative:</b>	Ref: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Order number:</b>	To be quoted on all correspondence relating to this Order: Project_23492
<b>Order date:</b>	26/07/2018

TO

<b>Supplier:</b>	Becton Dickinson UK Ltd (the Contractor)
<b>For the attention of:</b> <b>E-mail:</b> <b>Telephone number:</b>	[REDACTED]
<b>Address:</b>	Building 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire UK RG41 5TS

### 1. GOODS REQUIRED

#### (1.1) Goods:

APHA require the purchase of specific laboratory consumables for use in their TB diagnostic testing laboratories within the Surveillance and Laboratory Services Department (SLSD) workgroup.

Nine (9) Purchase Orders will be issued by APHA per annum for delivery to three (3) separate APHA locations, as detailed in 3.3 below.

Purchase Orders will be raised up to a maximum spend of £124,620.00 during the two (2) year contract period (as defined in 1.3 below). Spend over and above this amount will not be permitted without prior written consent from APHA.

**Table A**

<b>Product Number and Description</b>	<b>Estimated APHA Usage, Per Annum</b>	<b>Price Per Unit</b>	<b>Cost Per annum</b>
245124 –BD Bactec MGIT 960 Supplement Kit, 100 tests per kit	200 Kits	[REDACTED]	[REDACTED]
245122- BD Bactec MGIT 7ml, 100 tubes per pack	200 Packs	[REDACTED]	[REDACTED]

	Total		
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All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

**(1.2) Annual Estimated Usage Per APHA site (actual requirements will be specified on individual APHA Purchase Orders):**

**\*Note that one (1) box = One kit (code 245124) and one pack (code 245122) from Table A above\***

**APHA Weybridge:**

August - 25 boxes

December - 20 boxes

April - 20 boxes

Total = 65 boxes

**APHA Penrith:**

August - 20 boxes

December - 20 boxes

April - 20 boxes

Total = 60 boxes

**APHA Starcross:**

August - 25 boxes

December - 25 boxes

April - 25 boxes

Total = 75 boxes

**(1.3) Goods delivery date and Service Commencement Date:**

This Call-Off Order commences on 01/07/2018 and ends on 30/06/2020.

The Supplier shall ensure:

- the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- each delivery of the Goods is accompanied by a delivery note which shows the date of Order, APHA Purchase Order number, delivery address, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

The Supplier shall deliver the Goods:

- on the delivery date as specified on the individual APHA Purchase Order;
- delivery location as specified on the individual APHA Purchase Order.

Unless otherwise specified, or agreed beforehand, all APHA Purchase Orders received before midday shall be delivered to APHA within two (2) to three (3) Working Days, subject to availability of stock. If urgent delivery is required within twenty-four (24) hours, this will incur an additional carriage charge of [REDACTED]. Goods shall be delivered in accordance with the manufacturer's guidelines and terms stated within the PHE Framework 2415 Lot 1.

**(1.4) Price payable by Customer:**

As detailed in Table A above.

The firm prices shall apply for the period from 01/07/2018 to 30/06/2020.

The prices are in accordance with the PHE framework (Ref No 2415 – Lot 1) which are the maximum that can be charged, and shall not be exceeded without prior written agreement.

**(1.5) Completion date (including any extension period or periods):**

This Call-Off Order will end on 30/06/2020.

There is an option to extend annually for a period of up to two (2) years.

**2 ADDITIONAL REQUIREMENTS**

**(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:**

**Warranty**

The Supplier shall supply free of charge any faulty items offering a replacement, unless the damage is caused by third parties or abuse or misuse whilst in use.

**Shelf-Life**

All Consumables delivered to APHA sites must have a minimum of six (6) month's shelf life.

**Service**

The Supplier shall respond to queries within one (1) Working Day of contact from the Customer. The response shall provide the Customer with either a suitable resolution within two (2) Working Days or agree a timescale for when the issue shall be resolved.

**3. PERFORMANCE OF THE SERVICES AND DELIVERABLES**

**(3.1) Key personnel of the Supplier to be involved in the Services and deliverables:**

As indicated in Supplier details on Page 2 of this Order Form and



**(3.2) Performance standards:**

The Contractor shall be managed by APHA's Contract Management Team (CMT), and, if required, they will review and discuss any issues that arise during the contract period against the Key Performance Indicators (KPI's) detailed at attached Annex 1 and Annex A.

**(3.3) Locations at which the Goods are to be delivered:**

Only following receipt of a valid Purchase Order, deliveries shall be made to the following APHA locations within Working Hours 9am – 5pm Monday to Friday (excluding Public Holidays):

Attn: [REDACTED]  
Central Stores  
APHA Weybridge  
Woodham Lane  
New Haw, Addlestone  
Surrey  
KT15 3NB

**Authority Representative (Contact name on site):** [REDACTED]  
**Contact number on site:** [REDACTED]

Attn: [REDACTED]  
APHA Veterinary Investigation Centre  
Staplake Mount  
Starcross  
Exeter  
Devon  
EX6 8PE

**Authority Representative (Contact name on site):** [REDACTED]  
**Contact number on site:** [REDACTED]

Attn: [REDACTED]  
APHA Veterinary Investigation Centre  
Merrythought  
Calthwaite  
Penrith  
Cumbria  
CA11 9RR

**Authority Representative (Contact name on site):** [REDACTED]  
**Contact number on site:** [REDACTED]

If unable to contact named APHA Site Reps. above, the Authority Representative for all APHA Sites : [REDACTED]  
Contact Number: [REDACTED]

**(3.4) Quality standards:**

As specified in PHE Framework 2415 – Lot 1

**(3.5) Contract monitoring arrangements:**

For the avoidance of doubt, the service provided under the Order Form will be fed back to PHE to inform performance under PHE Framework 2415- Lot 1.

Acceptance of the award of this Order Form 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 Order Form must be made **within 7 days** from the date of this award and the agreement is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").

No other form of acknowledgement will be accepted.

BY ACCEPTING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Authority to provide to the Customer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Agreement entered into by the Supplier and Public Health England (PHE) running from 01/08/2016 to 31/07/2018.

**Performance Management Framework (including Key Performance Indicators (KPIs and Service Credits)**

- 1.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2 The purpose of the PMF is to set out the obligations on the Supplier, to outline how the Supplier's performance will be evaluated and to detail the sanctions for performance failure. The Supplier is responsible for the performance of any sub-contractors.
- 1.3 Key Performance Indicators (KPIs) are essential in order to align Supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.
- 1.4 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 1.5 The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Supplier to agree action plans. The Authority expects the Supplier to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.
- 1.6 The KPIs for this Contract are set out at Annex A.

**Service Credit Principles**

- 1.7 The use of service credits is governed by the following principles:
- 1.8 Service credits sit within the wide service management approach being pursued by the Supplier 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.

1.9 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.
- The maximum annual service credit to be applied will be no more than 9% of the total annual contract value.

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

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

1.12 The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

<b>Annex A – Key Performance Indicators</b>				
<b>KPI</b>	<b>Description</b>	<b>Measure</b>	<b>KPI Target</b>	<b>Service Credit Rating</b>
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified to APHA (Customer) via email. The Supplier shall respond to queries within one (1) Working Day of contact from the Customer. The response shall provide the Customer with either a suitable resolution within two (2) Working Days or agree a timescale for when the issue shall be resolved.	Notification of issues affecting delivery timescales. Responses and resolution timescales are met.	100%	1
KPI 2 Delivery	Goods shall be delivered to APHA within two (2) to three (3) Working Days from receipt of an APHA Purchase Order by midday, subject to availability of stock.	Delivery against agreed timescales.	100%	1
KPI 3 Quality	The product is accepted as suitable by APHA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification.	100%	1