



Department
for Environment
Food & Rural Affairs

Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	To be provided by the Animal and Plant Health Agency (APHA) following agreement of this contract.	
2. Customer	THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (acting through THE ANIMAL AND PLANT HEALTH AGENCY (APHA))	
3. Contractor / Supplier	Name: Miltenyi Biotec Ltd Address: Almac House, Church Lane, Bisley, Woking, GU24 9DR Registration Number: 03096272	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Animal and Plant Health Agency (APHA)	
5. The Agreement	<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">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	Applicable Deliverables	Goods Only:
	Goods	As detailed in Appendix 2, Specification
	Services	Not Applicable
7. Start Date	01/02/2025 (with delivery on / before 14/02/2025)	
8. Expiry Date	14 February 2026	
9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.	
10. Payment	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: APinvoices-APH-U@gov.sscl.com Alternatively, you may post to: Shared Services Connected Ltd	

	DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ
11. Contractor's Liability Cap (Clause 13.2.1)	As stated in the Terms and Conditions.
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be [REDACTED] [REDACTED]
13. Contractor's Authorised Representative	For general liaison your contact will continue to be [REDACTED] [REDACTED]
14. Progress Meetings and Progress Reports	Not applicable
15. Address for notices	<div> <div> Customer: APHA, Woodham Lane, New Haw, Addlestone, Surrey. KT15 3NB Attention: Contract Manager Email: [REDACTED] </div> <div> Contractor: Miltenyi Biotec Ltd, Almac House, Church Lane, Bisley, Woking, GU24 9DR Attention: [REDACTED] Email: [REDACTED] </div> </div>
16. Key Personnel of the Contractor	N/A
17. Procedures and Policies	<p>For the purposes of the Contract, the Defra group Security Policy can be found HERE</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Terms and Conditions and Appendices, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Contractor to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Contractor 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 Contractor 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>
18. Special Terms	N/A
19. Further Data Protection Provisions	<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>No</p>

Authority Signature

Supplier Signature

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)'

Appendix 2: Specification

1. Overview

1.1 The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy, and secure food supply. Further information on the Authority can be found at:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

1.2 APHA is responsible for safe-guarding animal and plant health for the benefit of people, the environment and the economy. Amongst others, APHA engages with farmers, industry groups and the public and acts as an interface between industry and government. APHA has responsibility for applying and providing expert advice to decision makers and rapidly responding to emergencies in case of outbreak of diseases. Further information on APHA can be found at:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency>

1.3 APHA require this equipment to fulfil requirements for ISO 17025 accredited Standard Operating Procedure (SOP) for the Classical Swine Fever (CSF) virus Polymerase Chain Reaction (PCR) assay as well as being used daily for other diagnostic tests and research. The new Equipment needs to be equivalent to the current instrument so it can be directly implemented into APHA's accredited test without the need for revalidation of the methodology.

2. Requirements

2.1 APHA requires the supply, delivery, installation and commissioning of one (1 x gentleMACS Octo Dissociator with heating function (the 'Equipment'), no later than two (2) weeks from receipt of the purchase order.

2.2 The Equipment will also include the following:

- 8 x Heaters
- 1 x Power cord
- 1 x User manual

(Further information in paragraph 7 below)

3. Installation and Training

3.1 Following Delivery, the Authority may require standard installation and training on of the Equipment. If the Authority requires this, they are to notify the Supplier who shall agree a date within two (2) weeks of the request. Installation will include initial assembly and acceptance testing by the Supplier.

3.2 Installation and training must be carried out by a suitably trained and competent engineer to manufacturer's specifications.

4. Delivery

4.1 The Equipment shall be delivered on or before 14 February 2024, to the following address:

FAO: [REDACTED]
Central Stores
Animal and Plant Health Agency
Woodham Lane
Addlestone
KT15 3NB

4.2 Deliveries shall be made within normal Working Hours (excluding Public Holidays).

4.3 Equipment shall be supplied under Delivered Duty Paid incoterms, and all associated costs, including but not limited to freight, shall be met by the Contractor.

4.4 All packaging shall be removed by the Contractor and recycled/reused where possible and in accordance with all relevant legislation.

5. Access to APHA (for installation and training if required by APHA)

5.1 A Facilities Management (FM) Provider controls access to APHA locations and requires confirmation of the Contractor's insurance and certificates of competency / training, plus they will retain a copy of the Contractor's Risk Assessment Method Statement (RAMS). RAMS must be received by the FM Provider two (2) weeks prior to an on-site visit. An updated version will also be required on an annual basis.

5.2 The FM Provider will administer the 'Permit to Work' process in the Permit Office / FM Provider office on site. They will provide the Contractor's engineer with copies of Building Entry permits that must be signed on arrival and departure of the required building by APHA. The Contractor's staff will be escorted to and from the Permit Office by a designated officer from the Authority.

5.3 When arriving on site for the first time, the Contractor's staff will be required to attend a site safety induction (before commencing their work) and they must allow time within their schedule for this to take place. Inductions usually take no more than forty-five (45) minutes and are valid for twelve (12) months.

5.4 The Contractor, whilst on site, shall adhere to the Authority's and FM Provider's health and safety policies and procedures.

6. Warranty

6.1 The Equipment shall have a one (1) year warranty period from the date of installation. This includes all parts, labour, breakdown callouts and servicing.

6.2 In the event of any breakdowns, callouts, servicing or other circumstances during the warranty period, APHA will inform the Contractor, specifying the relevant details and required timings. Accredited, trained engineers to attend site within a 72-hour response time.

7. Performance Management Framework (including Key Performance Indicators and Service Credits)

7.1 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. The purpose of the PMF is to set out the obligations on the Supplier, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.

7.2 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.

7.3 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.

7.4 The Authority shall review performance against KPIs and, if appropriate, instigate meetings and work closely with the supplier to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.

The KPIs for this Contract are set out at Annex A.

Service Credit Principles

7.5 The use of service credits is governed by the following principles:

7.6 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.

7.7 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 10% of the total annual contract value.

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

7.9 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.

7.10 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.

Annex One

Key Performance Indicators KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 – Delivery	Delivery within the timescales detailed in the Specification (Appendix 2). Should the customer require installation and training, this will be actioned within the timeframe detailed in the Specification.	Delivery, installation and training against agreed timescales.	100%	1
KPI 2 – Quality	The Equipment is accepted as suitable by APHA and performs to the manufacturer's specifications.	The Equipment meets the required standards.	100%	1
KPI 3 – Warranty	Effective resolution of issues under warranty and within the timeframe detailed in the Specification..	Prompt and effective repairs, if required, carried out during the Warranty period. Scheduling of visits to be agreed in advance with end user.	100%	1

Appendix 3: Charges

Description	Supplier Code	Quantity	Price (GBP) (ex. VAT)
GentleMACS Octo Diss. with HU G3 gentleMACS Octo Dissociator with heaters	130-134-029	1	
Delivery charge		1	
Total			£20,369.75

Appendix 4: Processing Personal Data

Not applicable