



Department
for Environment
Food & Rural Affairs

C28311: Supply of Liquid Bait for use in the Surveillance of Asian Hornets on behalf of the Animal and Plant Health Agency (APHA)

Standard Contract for Goods and/or Services - Order Form

1. Purchase Number	Order	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(s)	Crisp Websites Ltd T/A PestFix Unit 1-3 Cedar Park 30 Terminus Road Chichester West Sussex PO19 8GT Registered in England and Wales No. 4600829		
4. Defra Members	Group	The following Defra Group members will receive the benefit of the Deliverables: The 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 Award Date (this is the date both parties have confirmed agreement to these Contract Particulars via Defra's e-sourcing system, Atamis).</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: <input checked="" type="checkbox"/> Services Only: <input type="checkbox"/> Good and Services: <input type="checkbox"/>	

	Goods	<p>APHA require the supply and delivery of Trappit Liquid Bait (the Bait)</p> <p>The Bait is to be Delivered in accordance with the instructions in Appendix 2: Specification of Requirements.</p>
	Services	Not Applicable.
7. Start Date	The Term shall commence on 11/03/2025.	
8. Expiry Date	<p>The Expiry Date shall be 10/03/2027 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Contract may be extended for a further three (3) years to 10/03/2030.</p> <p>If the extension option is required (and uncommitted spend has been approved) then a Change Control Note (CCN) will be issued to the supplier for acceptance (via Atamis).</p>	
9. Charges	<p>The Charges for the Goods and/or Services shall be as set out below in Appendix 3 – Charges.</p> <p>The Charges will be fixed for the initial two (2) years (11 March 2025 to 10 March 2027) and then capped at CPI or 3%, whichever is lower.</p>	
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>Apinvoices-aph-u@gov.sscl.com</p> <p>Alternatively, you may post to:</p> <p>Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ</p> <p>You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant with Appendix 3 Charges. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>	
11. Contractor's Liability Cap (Clause 13.2.1)	As detailed in Clause 13.2.1 of the Standard Good & Services Terms and Conditions.	
12. Customer's Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>_____</p> <p>For Contract liaison your contact will be</p> <p>_____</p>	

13. Contractor's Authorised Representative	For general liaison your contact will continue to be <div></div>					
14. Progress Meetings and Progress Reports	Not applicable.					
15. Address for notices	Customer: Animal and Plant Health Agency (APHA) Woodham Lane New Haw Addlestone Surrey KT15 3NB <div></div> <div></div> <div></div>	Contractor: Crisp Websites Ltd T/A PestFix Unit 1-3 Cedar Park 30 Terminus Road Chichester West Sussex PO19 8GT <div></div> <div></div> <div></div>				
16. Procedures and Policies	<p>For the purposes of the Contract, the Defra group Security Policy can be found: link</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annex, those policies will also apply to the Contract on the basis described therein.</p> <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>					
17. Special Terms	Not Applicable.					
18. Insurance	<p>The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract.</p> <ul style="list-style-type: none">Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1M;Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5M;Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1M;					
19. Further Protection Provisions	Data	<table><tr><td>The subject matter and duration of the Processing</td><td>No personal data to be processed</td></tr><tr><td>The nature and purpose of the Processing</td><td>No personal data to be processed</td></tr></table>	The subject matter and duration of the Processing	No personal data to be processed	The nature and purpose of the Processing	No personal data to be processed
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	The type of Personal Data being Processed	No personal data to be processed	
	The categories of Data Subjects	No personal data to be processed	

Supplier Signature:

Authority 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 of Requirements

This section sets out the Authority's requirements.

1. Background

- 1.1 Yellow-Legged Hornets' (YLH) cause significant damage to native pollinators, including honey bees. The APHA National Bee Unit is responsible for taking swift and effective action to stamp out the threat posed by YLH's as part of ongoing monitoring and surveillance work to protect the UK's pollinators. The team uses liquid Bait to encourage the hornets to feed so they can follow them to their nests which are then destroyed in line with the UK government eradication policy.
- 1.2 YLH prey on honeybees and various other pollinator insects, posing a high risk to native biodiversity as well as pollination of crops and flowers and it is therefore essential that the Bait is effective in trapping YLH's.

2. Overview

- 2.1 APHA require the supply and delivery of Trappit Liquid Bait (the Bait) for operational use by field staff, as discussed above.
- 2.2 A specific manufacturer's product has been requested in this RFQ because it is proven (by APHA) in its effectiveness for trapping YLH.

3. Specific Requirement

- 3.1 The approximate quantity of Bait required for the contract period is detailed below. It is important to note that the Authority cannot guarantee an annual minimum or maximum volume.

Year	Annual Quantity (approx)	Description (including Pack Size)
2025/26	160	Trappit Liquid Wasp Bait (5 Litre)
	100	Trappit Liquid Wasp Bait (1 Litre)

- 3.2 For information only, historic volumes supplied per year to APHA are shown below:

Year	Annual Quantity	Description (including Pack Size)
2022/2023	33	Trappit Liquid Wasp Bait (5 Litre)
	132	Trappit Liquid Wasp Bait (1 Litre)
2023/2024	60	Trappit Liquid Wasp Bait (5 Litre)
	60	Trappit Liquid Wasp Bait (1 Litre)
2024/2025	110	Trappit Liquid Wasp Bait (5 Litre)
	0	Trappit Liquid Wasp Bait (1 Litre)

4. Term

- 4.1 The initial term shall be two (2) years from 11 March 2025 to 10 March 2027. There will be an option to extend (subject to future requirements and budget approval) for up to a further three (3) years to 10 March 2030.

5. Shelf Life

- 5.1 The Bait shall have a minimum shelf life of eighteen (18) months from the date of Delivery.

6. Order Volumes

- 6.1 Orders will be placed on an as and when required basis.

7. Delivery

- 7.1 The main Delivery address is:

National Bee Unit,
APHA, Room 11G03,
York Biotech Campus,
Sand Hutton,
York,
YO41 1LZ

- 7.2 Deliveries may also be made to alternative APHA addresses (as detailed on the purchase order), the main alternative Delivery address is:

APHA Winchester,
Itchen Abbas
Winchester
Hampshire
SO21 1BX.

- 7.3 Deliveries shall be made within normal Working Hours on normal Working Days.
- 7.4 All costs, associated with the Delivery under Delivered Duty Paid incoterms will be met by the Supplier.

8. Additional Information

- 8.1 The Supplier will ensure that APHA are made aware of any communications or safety alerts applicable to the Bait at any time.

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

- 9.1 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 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.

- 9.2 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.
- 9.3 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.
- 9.4 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.

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

Service Credit Principles

- 9.5 The use of service credits is governed by the following principles:
- 9.6 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.
- 9.7 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.
- 9.8 The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
- 9.9 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.
- 9.10 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 A – KPI's

KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery	The Bait is to be Delivered by the date specified in the Purchase Order.	Delivery against agreed timescales	100%	1
KPI 2 Quality	The Bait is accepted as suitable by APHA and performs to the manufacturer's specification.	The Bait meets the required standards as specified by the manufacturer.	100%	1

Appendix 3: Charges

The following pricing shall apply for the supply and delivery of the Bait.

Item Description	Fixed Price
Trappit Liquid Wasp Bait 5 Litre	
Trappit Liquid Wasp Bait 1 Litre	

Prices will be fixed for the initial two (2) years (11 March 2025 to 10 March 2027) and then capped at CPI or 3%, whichever is lower.

Tender Submission

