Department for Environment Food & Rural Affairs	Defra Group Commercial 3rd Floor, Mallard House 1-2 Peasholme Green York, YO1 7PX	T: 03459 33 55 77 <u>defra.helpline@defra.gov.uk</u> https://www.gov.uk/government/or ganisations/department-for- environment-food-rural-affairs	
Livetec Systems Limited			
Camburgh House,		Your ref:	QU-20220284
27 New Dover Road,		Our ref:	C-22030
Canterbury,		Date:	01 Dec. 23
Kent, CT1 3DN			
Attn:			
By email to: @	ivetecsystems.co.uk		

Dear

### Award of contract for the supply of 2 x Micro CGUs

Following your proposal for the supply of 2 x Micro CGUs to APHA, we are pleased to award this contract to you.

The attached contract details (**"Order Form"**) and the *Appendices* set out the terms of the contract between Livetec Systems Limited and APHA 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 signing, by way of electronic signature, the Order Form within **7** 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

1.	Purchase Order Number	To be Confirmed (following agreement of this Contract)			
2.	Customer	Animal and Plant Health Agency, Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB			
3.	Contractor(s)	<b>Registered Address:</b> Livetec Systems Limited, Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN			
		Registration Number: 07427051			
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	<ul> <li>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.</li> <li>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</li> <li>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</li> </ul>			
		a) this Order;			
		b) the terms and conditions at Appendix 1; and			
		<ul> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul>			
6.	Applicabl	Applicable Deliverables	Goods Only: ⊠		
		Denverables	Services Only: □		
			Good and Services: □		
		Goods	Description: as set out in Appendix 2 – Specification		
			The Goods are to be Delivered in accordance with the following instructions:		
			Delivery Address: <b>APHA NDERT Depot Inverness,</b> <b>Scottish Government Bull Stud, Knocknagael,</b> <b>Inverness, IV2 6AJ</b>		
			Date of Delivery: On or before 26 January 2024		
			Packaging Instructions: <i>As per the manufacturer's</i> guidelines		

		Additional Delivery Instructions: None	
		Warranty Period: <b>12 months from Delivery</b>	
	Services	None.	
7. Start Date	01 December 2023		
8. Expiry Date	31 March 2024		
9. Charges	The Charges for the Goods and/or Services shall be as set out below in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.		
10. Payment	PDF format, qu	preference is for all invoices to be sent electronically, in oting a valid Purchase Order Number (PO Number), to: <u>ces-APH-U@gov.sscl.com</u>	
	Alternatively, you may post to:		
	SSCL - Animal and Plant Health Agency		
	APH Sort Ref 791		
	Newport		
	NP10 8	=Z	
	Payments will be made in GBP by BACS transfer using the details provided by the supplier on submission of a compliant invoice. If you have a query regarding an outstanding payment, please contact the Customer's Authorised Representative(s).		
11. Contractor's Liability Cap (Clause 13.2.1)	£		
12. Customer's Authorised	For general liais	son your contact will continue to be	
Representative(s)		@apha.gov.uk	
	or, in their absence,		
		@apha.gov.uk	
13. Contractor's Authorised	For general liais	son your contact will continue to be	
Representative	@livetecsystems.co.uk		
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option <b>C</b> in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.		
15. Progress Meetings and Progress Reports	Not applicable		

16. Address for notices			
To. Address for holices			
	Customer:		
	Animal and Plant Health Agency, Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB		
	Attention:		
	Email: @apha.gov.uk		
	Contractor:		
	Livetec Systems Limited, Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN		
	Attention:		
	Email: @livetecsystems.co.uk		
17. Key Personnel of the Contractor	Key Personnel Key Personnel Contact Details: Role: Name:		
18. Procedures and Policies	Not Applicable		
19. Special Terms	Not Applicable		
20. Additional Insurance	The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract and continuing 6 years after the Expiry Date or earlier or later termination in accordance with this Order Form.		
	<ul> <li>Product Liability Insurance with cover (for a single event or multiple with an aggregate) of not less than</li> </ul>		
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:		
	Yes: 🗆		
	No: 🛛		

Signed for and on behalf of the <b>Customer</b> :	Signed for and on behalf of the Contractor:
Date Signed: 18/12/2023	Date Signed: 18/12/2023

# **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Defra Website</u> and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

### Appendix 2: Specification

This section sets out the Authority's requirements.

#### 1. Overview

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-ruralaffairs

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

# 2. Requirements

APHA requires supply of 2 x Micro CGUs ("the Goods") that will be used primarily for responding to animal disease outbreak situations but shall reserve the right to use the Goods for business-as-usual activities.



# 3. Delivery

The Supplier shall deliver the Goods to APHA at the address listed at Section 6 of the Order Form.

The Goods shall be delivered on or before the date listed at Section 6 of the Order Form.

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

APHA will notify the Contractor, within 24 hours of delivery of any Goods that are damaged.

### 4. Access to APHA

The Contractor will comply with generic safety standards of the APHA site in addition to their own, and the Contractor will ensure that their staff are fully aware of these prior to deliveries taking place. In the event of any accidents or incident occurring in the course of delivery of Goods, the Contractor will inform APHA immediately and comply with APHA's reporting and investigation standards. The Contractor, whilst on site, must adhere to the Authority's health and safety policies and procedures.

# 5. Quality Assurance

APHA reserves the right to carry out additional quality assurance testing on the Goods against the manufacturer's specification.

If the Goods are found to fail the quality assurance testing, then APHA reserves the right to reject the Goods and not order any further Goods.

### 6. Additional Information

The Contractor will ensure that APHA is aware of any communications or safety alerts applicable to the Goods at any time.

The Goods will carry a minimum of twelve (12) months warranty including all parts, labour, breakdown callouts.

The warranty period will commence on the date of delivery.

In the event of any breakdowns, callouts or other circumstance during the warranty period, the Customer will inform the Contractor, specifying the relevant details and required timings.

### **Appendix 3: Charges**

- 1. The Customer will pay to the Supplier no more than the fixed sum of £31,075.70 (exclusive of VAT).
- 2. No partial payments will be made, and no other costs will be payable by APHA under this Contract. All Prices are in GBP.
- 3. Payment shall be made upon satisfactory delivery of the Goods.
- 4. Pricing submitted must include all costs associated with Delivery of the Goods under Delivered Duty Paid (DDP) incoterms.
- 5. Table 1 Pricing

Description	Quantity	Unit Price	Amount GBP
			£ 31,075.70

# Appendix 4: Processing Personal Data

Not Used.